REDACTED—FOR PUBLIC INSPECTION

Exhibit 1, Exhibit 2.a, Exhibit 2.b and Exhibit 3
Are Redacted in Their Entirety as Highly Confidential Information



Dear Administrator,

Broadband-enabled technologies are enhancing educational opportunities for students at all levels –from kindergarten through high school and beyond. These technologies have enabled educators and students to extend learning beyond the classroom through multimedia tools that can be tailored to meet the needs of students at all levels and better prepare them to meet the challenges of the 21st century economy. They also have fueled ever growing demand for faster and higher capacity connections to the Internet. AT&T has partnered with schools and libraries across the country to meet this demand, and we're expanding our state of the art fiber network across the country.

AT&T is pleased to advise schools and libraries that we are deploying high speed Internet access services in many areas. Our high-speed Internet services will allow schools and libraries to enjoy faster Internet access speed, including 1Gbps. Please take a look at our network capabilities as you explore how best to meet your Internet access needs.

Our sales representatives will be happy to answer your questions. Please go to lnternet.info@att.com to submit your request and have a specialist contact you.

For continued delivery to your inbox, add us to your address book.

To unsubscribe to future communications from AT&T, <u>click here</u>. If you have any questions about how AT&T collects, uses and protects your personal information, please visit our Privacy Policy at <u>att.com/privacy</u>.

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AT&T - 208 S Akard St. 15th FL, Dallas, TX 75202, United States of America

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EXHIBIT 5

Exhibit: Materials Regarding AT&T Usage Allowance Practices

- a.i. AT&T Internet Terms of Service (in effect from November 15, 2017 to January 13, 2019)
- a.ii. AT&T Internet Terms of Service (in effect from January 14, 2019 to end of this reporting period)
- a.iii. AT&T Internet Customer Fee Schedule (in effect from December 20, 2018 to end of this reporting period)
- b. Broadband Information (latest version in effect during reporting period)
- c. AT&T's Online Data Calculator (latest version in effect during reporting period)
- d. Support Page Broadband Usage FAQs (sample in effect during the entire reporting period)
- e. Internet Usage Support Landing Page (latest version in effect during reporting period)
- f. Myatt Sales Shopping Flow (latest version in effect during reporting period)
- g. Myatt Sales Adjust Data Limits Screen (latest version in effect during reporting period)
- h. MyAT&T Service Screenshots Billing and Usage (sample in effect during the entire reporting period)
- i. Customer Announcement Email and Electronic Newsletter (Email sent from October 3, 2018 to end of this reporting period)

AT&T Internet Terms of Service

Print

Last Updated: November 14, 2017

Thank you for choosing AT&T as your Internet Service(s) provider. These Terms of Service, including any schedules hereto and any terms incorporated herein by reference ("the Agreement") along with the applicable policies and additional terms which AT&T makes you aware of, including those listed below, set forth your obligations, the obligations of AT&T, and the rules you must follow when using AT&T provisioned fixed location internet access service(s), including both narrowband and broadband internet access services (as described in more detail below and on Schedule 1 hereto, as individually or collectively referred to herein as "Service(s)" or "Internet Service(s)". "You" or "your" refers to the holder of the Member Account, the holder of any Sub Account and/or any Authorized User(s) (as those terms are defined in Section 3 below). THE DESCRIPTION OF YOUR SERVICE AND OTHER TERMS, SET FORTH IN THE CUSTOMER SERVICE SUMMARY OR ORDER CONFIRMATION LETTER YOU RECEIVED, ARE INCORPORATED BY REFERENCE INTO THIS AGREEMENT.

PLEASE READ THIS AGREEMENT CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. THIS AGREEMENT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS, AND ALSO LIMITS THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE

ARBITRATION TERMS FOR RESIDENTIAL CUSTOMERS ARE SET OUT IN SECTION 13 AND ARBITRATION TERMS FOR BUSINESS CUSTOMERS ARE SET FORTH ON SCHEDULE 6 HERETO, WHICH IS INCORPORATED BY REFERENCE INTO THIS AGREEMENT. PLEASE READ THE TERMS APPLICABLE TO YOU CAREFULLY.

For more information about different Internet Services and specific provisions applicable to particular Internet Services covered by this Agreement, please see the following Schedules

Schedule 1 – Lists of Internet Services by Brand Name and AT&T Entities

Schedule 2 - IP Broadband Internet Services (including "AT&T Internet" and "AT&T Fiber")

Schedule 3 - Fixed Wireless Internet Service

Schedule 4 - DSL Internet Service

Schedule 5 - Dial Up Internet Service

Schedule 6 - Business Internet Services

Schedule 7 - Access from AT&T Program

NOTE: Mobile broadband internet access services from AT&T are generally subject to the terms of AT&T's Wireless Customer Agreement, available at https://www.att.com/legal/terms.wirelessCustomerAgreement.html.

This Agreement is based on four general principles. First, AT&T supports our customers' right to free expression. Second, AT&T will give our customers clear notice of any meaningful limitations on the Services. Third, AT&T will give our customers clear information about the experience they can expect when using the Services. Fourth, AT&T will provide consumer Internet access service in discrete, non-overlapping speed tiers.

For more information about how AT&T helps transmit your information to points on the Internet, how AT&T manages the network, broadband options such as different service capability and expected and actual speed ranges, device attachment rules, activities which may impair or degrade your internet experience, and for additional information regarding network practices with respect to monthly data usage allowances related to AT&T Broadband Internet access services, please visit att.com/broadbandinfo.

Your contract with us includes this Agreement (including the schedules hereto, which are incorporated into this Agreement by reference), and also includes the following materials:

- Your Customer Service Summary / Order Confirmation Letter (excluding the "My Next Bill Estimate" page);
- AT&T Privacy Policy found at att.com/privacy;
- AT&T Acceptable Use Policy found at att.com/aup;
- AT&T Policies for Considering Copyright Infringement Claims found at https://www.att.com/legal/terms.dmca.html
- AT&T Access ID Terms and Conditions found at https://www.att.com/accessidterms;
- $\bullet \quad \text{att.net Terms of Use found at https://www.att.com/legal/terms.attNetTermsOfUse.html; and} \\$
- Any other documents incorporated by reference herein or therein.

For more information on fees that may apply in addition to any amounts due for your Services and Equipment, consumers should review the "Consumer Fee Schedule" available at www.att.com/ConsumerInternetFees and businesses should review the "Business Fee Schedule" available at www.att.com/BusinessInternetFees. The Consumer Fee Schedule and the Business Fee Schedule are generically referred to herein as the "Fee Schedule(s)" and are incorporated into this Agreement by this reference. AT&T reserves the right to change fees, increase or decrease fees, or impose additional fees without notice. Additional fees may apply for non-standard installations or for equipment upgrades. Taxes may also apply and vary by location.

Note: If the location to which your Service is provisioned is in a multi-tenant environment (e.g., an apartment building, condominium, private subdivision or retail shopping center, sometimes referred to herein as a "MTU"), provision of your Service may be subject to other terms and conditions imposed by the owner and/or manager of the MTU (e.g. a landlord or home owner's association). You will need to refer to the owner / manager of your particular MTU for more information regarding any MTU specific terms which may apply.

You must accept this Agreement as a condition of receiving the Service. By accepting this Agreement, you confirm you are a capable adult over the applicable age of majority (e.g. eighteen (18) years of age in most U.S. states and territories; nineteen (19) in Alabama and Nebraska; and twenty-one (21) in Mississippi and Puerto Rico – an "Adult"). If you are an entity, by accepting this Agreement, you confirm (through your duly authorized representative) that you are a corporation, partnership, or other legal entity duly formed (and incorporated if applicable) in good standing where required to do business with all legal authority and power to accept this Agreement; and you are

also confirming that this Agreement constitutes a valid and binding obligation of yours. You are responsible for ensuring that all use of the Service complies with this Agreement, and you will be deemed to have breached this Agreement if you or any other person, whether or not authorized by you, uses the Service in a manner inconsistent with this Agreement. By enrolling in, activating, using, or paying for the Service, you agree to the terms and conditions in this Agreement, including, but not limited to, the prices, charges, and terms and conditions provided to you in marketing and informational materials associated with the Service, all of which are incorporated herein by reference.

1. Changes to this Agreement and/or the Service

We may change any terms, conditions, rates, fees, expenses, or charges regarding your Service at any time. We also reserve the right to modify or discontinue the Service, temporarily or permanently. We will provide you with notice of material changes via either your Member Account e-mail address or any other email address you provide, posting online at https://www.att.com/internet-terms, recorded announcement, bill message, bill insert, newspaper ad, postcard, letter, or call to your billed telephone number or U.S. mail. It is your responsibility to check for any such notices. Your continued subscription to the Service after the effective date of the change constitutes your acceptance of such changes.

2. Internet Service

- a. Service Description. Internet Service is composed of narrowband or broadband access to Internet, and offers you a capability for acquiring or retrieving information from; generating, storing, transforming, processing, or utilizing information on; or making available information to other Internet end points connected directly or indirectly to AT&T's network. Unless otherwise specified, Internet Services from AT&T include the following:
 - 1) Site Access / E-Mail Services. Access to att.net and related services, including an e-mail account for the Member Account holder and any Sub Accounts, is generally included with your Internet Service. Such access will be subject to the att.net Terms of Use found at https://www.att.com/legal/terms.attNetTermsOfUse.html. By utilizing such access, including accessing the included e-mail account(s), you are agreeing to be bound by the terms thereof.
 - 2) DNS Services / DNS Language Assist. Domain Name System (or DNS) services translate domain names into the numerical IP addresses needed for locating and identifying computer services and devices within the underlying network protocols commonly used to organize the internet. The DNS Services include DNS Language Assist, which upon entry of an incomplete or inaccurate Web address will automatically search for similar or related terms and present you with suggested sites you may want to reach instead of providing only an error message. If you prefer to opt out of DNS Language Assist, you may do so by visiting att.com/cmpchoice from your desktop or from your mobile Web browser.
 - 3) IP Addresses. Unless otherwise specified, AT&T Internet Service is provided with a dynamic Internet Protocol ("IP") address, a static IP address, a multiple static IP address service (as applicable), or a privately managed IP address utilizing CGN (Carrier Gateway NAT) technology, at the sole discretion of AT&T. Static IP addresses are not available with all Internet Services or all tiers within certain Internet Services. Unless otherwise specified, a dynamic IP address is a single Internet address intended for use with a single Member Account and any associated Sub Accounts and a static IP address or multiple static IP address is intended for use with a single computer or a network of devices, computers and/or servers. You may not use the Service in a manner that is inconsistent with these intended uses. Unless otherwise specified, AT&T Internet services will support both IPV6 and IPV4 Internet addresses; however, to reach IPv6-exclusive Internet content, some of your equipment may require upgrades or replacement. For more information about IPv6 and how it affects you, visit att.com/ipv6.
 - 4) Interconnection. Because the Internet consists of multiple interconnected networks and most Internet end points (e.g., websites and other content providers) are not directly connected to AT&T's network, AT&T must connect to and exchange traffic with other networks to provide its subscribers the capability of uploading data to or downloading data from Internet end points that are connected to those networks. To that end, AT&T has entered into commercially negotiated agreements to exchange traffic with such networks on mutually agreeable terms. Consistent with its longstanding practice, AT&T does not warrant that it will establish or expand the connections between its network and other networks except on such mutually agreeable terms. To the extent AT&T is unable to reach agreement on terms of interconnection or network expansion with these other networks it could affect your service These impacts on your service performance are described in more detail in AT&T's Open Internet notice. AT&T therefore makes no promise express or implied that you will be able to upload data to or download data from Internet end points connected to other networks at any particular speed.

Like the other networks that make up the Internet, AT&T's is a shared network, which means that the transmission links and other network resources used to provide the Service are shared among AT&T's subscribers. AT&T manages this network for the benefit of all users based on a variety of factors, and our technical expertise.

- b. "Speed" of Internet Services, Technology and Data Usage. AT&T offers many broadband internet access service options, each of which has a specific service capability speed range. The term "speed" is commonly used as a shorthand way to describe the capacity at which a particular broadband internet access service can transmit data. This capacity is typically measured in the number of kilobits, megabits or gigabits that can be transmitted in one second (Kbps, Mbps or Gbps). Some applications like a short email without attachments or basic web browsing do not require high service capability speeds to function optimally, while other activities like transferring large data files can be performed faster with higher-speed services. Your service capability speed may not be suitable for some applications, particularly those involving real-time or near real-time, high-bandwidth uses such as streaming video or video conferencing.
 - 1) AT&T Speed Tiers Page. The current speed ranges AT&T offers may be found on AT&T's Speed Tier page at att.net/speedtiers, which identifies the downstream and upstream rates at which your "Connection" (as that term is defined below) transfers internet access data between the network interface device at your home, office, or apartment building to the point you connect to the AT&T network. Our wired broadband Internet access customers should expect to see service capability speeds for their Connection within the speed tier shown on the Speed Tier page or their service plan. For example, a customer with AT&T Internet 25 Service should expect service capability download speeds between 15 Mbps and 25 Mbps between the network interface device at your premises and the point at which you connect to the AT&T network. The high-end of this range represents expected maximum speed capabilities.
 - 2) "Connection." Because service performance varies on an end-to-end basis, the service capability speeds of AT&T are limited to, and measured between, the equipment utilized to provision your Internet Service at the fixed address or location you identified when ordering the Internet Service and a point on the AT&T network, sometimes referred to as the "Connection" or your "internet connection." The Connection constitutes only one segment of the end-to-end transmission path connecting the end user to Internet Web sites or content providers.
 - 3) Technology. Unless otherwise expressly agreed to the contrary, AT&T makes no warranty with regard to the technology used to provision any particular Internet Service. Notwithstanding any description that may be furnished for a particular Internet Service, AT&T reserves the right, in its sole and absolute discretion, to make changes to the technology used to provision all or any portion of any Internet Service. So long as the essential functionality of the Internet Service from a user

perspective is not negatively impacted in a material way by any change in technology, AT&T has no obligation to notify you of any changes in technology and changes in technology will not affect your rights or obligations with respect to the Internet Service you have purchased.

For any particular Internet Service, the technology utilized to provision different portions of the Service may vary significantly. In those circumstance, and unless otherwise expressly agreed to the contrary, AT&T shall only be responsible for the technology utilized to provision the Connection. By way of example, for an Internet Service which AT&T provisions across its 100% fiber network, AT&T can only determine that the Connection itself is provisioned using 100% fiber based facilities. As discussed in further detail below, AT&T has no control over, and makes no warranties with respect to, the technology within the premises to which the Internet Service is provisioned (e.g. the inside wiring, home network and/or local access network). AT&T further has no control over and makes no warranties with respect to the technology utilized by content providers for purposes of operating the servers which an end user must access in order to receive access to the content.

- 4) Other Factors that Impact Speed. In addition to issues presented by the various technologies over which an internet access may operate on an end-to end basis, end-to-end performance of your Internet Service will also depend on a variety of other factors, including (but not limited to): the number of subscribers simultaneously using the network; specific characteristics of the location from which you are accessing the internet; specific characteristics of your intended destination on the internet; overall traffic on the Internet; Wi-Fi connectivity; interference with high frequency spectrum on your telephone line; wiring inside your premises, office or apartment complex; the capacity or performance of your network devices, routers, gateways or modems; the servers with which you must communicate with in order to reach your intended destination and/or access the content you are trying to access; internal and external network management factors (including Overhead, which refers to the various control and signaling data required to achieve the reliable transmission of Internet access data); and, the networks you and others are using when communicating. In addition, your use of other AT&T services (such as U-verse TV, AT&T Phone, Unified Messaging, and other services) that may share the capacity of your broadband connection with the Service may impact the amount of capacity available for your use of the Service at that particular time and thus affect the performance of the Service. Consequently, AT&T does not guarantee the performance of your service on an end-to-end basis. This is also why third party speed tests which include other portions of the overall internet connection beyond the Connection itself may yield results which are outside the specified speed range for your particular service plan on the Speed Tier page. AT&T expressly disclaims any warranty with respect to the outcome of these third party speed tests.
- 5) Download vs Upload Speeds. The term "download" generally refers to the process of a user utilizing their local device or computer to access information stored on a remote device, computer or server connected to the internet and includes activities ranging from "surfing" the internet, to downloading a file to streaming video. The term "upload" generally refers to the process of a user sending information from their device or computer to a remote device, computer or server connected to the internet. Unless otherwise specified, references to the "speed" of an Internet Service will solely be with respect to the download speed of that Service. Similarly, unless otherwise specified, AT&T makes no guarantee that the upload speed of a particular Internet Service will be the same as the download speed, either in terms of the applicable speed range or in terms of actual performance at any given moment. In fact, as set forth on the Speed Tier Page, many Internet Services have upload speed ranges which are lower than the comparable download speed ranges. As a result, and as a result of the many other factors that might affect speed at any given moment, the actual upload and download speed of any Internet Service will vary greatly from time to time and day to day.
- 6) Data Usage on Residential Internet Services. The residential Internet Service you purchased includes either an unlimited data allowance or a monthly data usage allowance with overage charges for usage in excess of your allowance. More details regarding the applicable data allowance, is set forth in the Customer Service Summary or Order Confirmation Letter you received. Use of certain services, including but not limited to digital TV features and apps, AT&T Digital Life, home security, home automation and medical alarm systems, whether provided by AT&T or a third party, may count towards your Internet data usage allowance. For additional information about the use of your residential AT&T Internet Service, including management of your data usage, as well as information about other data plans that you might consider, please refer to https://www.att.com/internet-usage. (This paragraph is not applicable to Business Internet Services.)

c. Availability and Service Changes.

1) Availability. AT&T Internet Services are not available in all areas, and may not be available at certain speed tiers (or at all) at your location, even if our initial testing, an AT&T website and/or any sales representative or other personnel associated with AT&T indicated that your location qualified for a particular speed tier or Service. If your location is situated in an MTU, availability of any particular Internet Service may depend upon the owner and/or manager of the MTU agreeing to grant AT&T access to the MTU and/or to your particular location.

The availability of any Internet Service may also be subject to various limitations upon the capacity of the various technologies utilized in AT&T's network to support a given number of customers on any particular Internet Service and/or speed tier in a given area ("Capacity Limitations"). Some Internet Services are more likely to be subject to Capacity Limitations. When a particular part of AT&T's network is approaching a Capacity Limitation, it can be very difficult for AT&T to predict exactly when or how that Capacity Limitation will impact upon the availability of a particular Internet Service to a particular location. This may mean that, although a certain location may be theoretically capable of receiving the Internet Service in question, Capacity Limitations at the time a particular order is placed may mean that a particular Service is not available to a particular location. This can even occur between the time that a Service is ordered and the time that the Services is installed / fulfilled, resulting in a Service that was shown as being available to a particular location at the time an order was placed no longer being available at the time of installation. As discussed in Section 5 below, Capacity Limitations may also mean that if a Service is terminated at any location for any reason whatsoever, it may not be possible to restore or renew that Service at that location. For all those reasons, AT&T makes absolutely no guarantee as to the availability of any Internet Service at any location.

- 2) Service Changes. AT&T reserves the right to modify or discontinue any Internet Service (including rates and charges), temporarily or permanently. If AT&T makes a change that would have a material impact on your Service, AT&T will endeavor to provide you with reasonable notice of any such change. The terms and conditions for temporary changes, if any, will be included in the notice and incorporated by reference into this Agreement at: att.com/temporaryterms. Your continued subscription to the Service after the effective date of the change constitutes your acceptance of the changes and the associated terms and conditions. In lieu of notice and Web site posting, AT&T may instead, at its sole discretion, require customers to enter into an agreement with AT&T regarding temporary material changes.
- 3) Technology Conversions. In the event that AT&T determines to provision Internet Service at your location utilizing a different technology, we will evaluate whether the conversion can occur without significant interruption to your service, generally defined as no noticeable interruptions during normal business hours and no single interruption outside of normal business hours of more than one (1) hour in length. If we determine that the conversion can be accomplished without significant interruption in your service, we may elect to proceed with the conversion without prior notice to you. If we determine that the conversion is likely to result in a significant interruption in your service, we will endeavor to provide you with at least thirty (30) days' notice of any anticipated significant interruptions of your service via email, direct mail, bill page message, and/or bill insert. If, due to factors outside our control, we cannot provide you with thirty (30) days' notice, we will endeavor to provide you with as much advanced notice as circumstances reasonably allow. Following the period identified in such notice, we may at our sole discretion, either disconnect your service or temporarily suspend your service for up to fifteen (15) days to facilitate the conversion process.

As part of any conversion, we may, in our discretion, discontinue the particular Internet Service you are currently receiving and make available to you an alternate Internet Service of comparable or better Speed at the then applicable rates, terms, and conditions, which may differ from your previous Internet Service rates, terms, and conditions (including Bundle Discounts). If you are on a Term Plan and your overall price will increase as a result of this conversion, taking into account all applicable credits and discounts, you will not have to pay any applicable Early Termination Fee if you elect to cancel your Internet Service within the period specified for doing so on your updated Customer Service Summary or Confirmation Letter.

Your new Internet Service may require different or additional equipment in order to fully utilize. If that proves to be the case, we will endeavor to either provide you with the required equipment or notify you of any equipment you will be required to provide on your own. You may also be required to review and accept new or additional terms and conditions related to the new Internet Service and/or new equipment. If that proves to be the case, your acceptance of such terms and conditions will be a condition to your ability to access and utilize the new Internet Service.

- d. Home Networking / Home Wi-Fi. (These provisions apply to consumers. Business customers should refer to Schedule 6 for provisions applicable to Business Services.)
 - 1) Inside Wiring. When ordering AT&T Internet Service, you will be responsible for providing any Inside Wiring (IW) in the form of copper wire or fiber optic cable between the AT&T network termination interface at your location and the gateway equipment that will located at your premises. In most cases, the IW will already be present in your existing locations, however you will be responsible for providing any additional IW which may be required. If additional IW is required, you may have the option of ordering IW from AT&T or installing your own IW. If you elect to install your own IW, the IW must be installed and available for use by AT&T Technicians before you order AT&T Internet Service. If IW service is ordered from AT&T, it is your sole responsibility to obtain landlord permission or approvals for such IW.
 - 2) Disclaimer of Warranties. The condition of the IW over which your Internet Service is transmitted within your premises will impact the performance of the Internet Service, including with respect to speed, reliability and latency. You are solely responsible for the condition of any IW and AT&T expressly disclaims any responsibility thereto. If IW is provided by AT&T, upon completion of installation you will have full ownership and responsibility for such IW. Unless expressly agreed in writing to the contrary, AT&T makes no warranty to you or any other party for any work or materials constituting or associated with any inside wire.

 AT&T expressly disclaims any warranty of merchantability or fitness for a particular use, and AT&T has no responsibility to maintain, update, repair, replace, de-install, or remove any installed inside wire.
 - 3) Home Wi-Fi. Depending upon the Internet Service you purchase, your Internet Service may include Wi-Fi enabled home networking equipment ("Wi-Fi Equipment") in order to help you allow Wi-Fi enabled devices to wirelessly connect to your Internet Service ("Home Wi-Fi"). (See the Applicable Schedule for details about what kind of Wi-Fi networking equipment many be included with the particular Internet Service you are purchasing.)

In order to use Home Wi-Fi, you must have Wi-Fi enabled devices that (a) meet U.S. and WiFi Alliance standards; (b) are compatible with the Wi-Fi network being generated by the applicable Wi-Fi Equipment; and (c) are capable of running IP and related protocols. The Wi-Fi enabled device you are utilizing must be in close enough proximity to the Wi-Fi Equipment to achieve connectivity with the Home Wi-Fi. Actual Home Wi-Fi coverage and quality may vary depending upon the location of the Wi-Fi Equipment, the location of the applicable Wi-Fi enabled device and conditions in and around the premises in which both the Equipment and the Wi-Fi enabled device operate.

Home Wi-Fi is designed to provide you with the highest speed available from your home network at any given point in time, subject to the many different factors that can affect network performance. AT&T's most recent generation of Wi-Fi Equipment generally supports the IEEE 802.11 a/b/g/n/ac standard, although older Home Wi-Fi Equipment may only support the IEEE 802.11b or IEEE 80.11b/g standards. The theoretical maximum speed you may be capable of achieving from your Home Wi-Fi will depend heavily on which IEEE 802.11 standard is supported by the Wi-Fi Equipment you have as well as which IEEE 802.11 standard is supported by the particular device you are utilizing. (By way of example only, IEEE 802.11b offers a theoretical maximum of 11 Mbps while IEEE 802.11n offers a theoretical maximum of 600 Mbps. Even if the Wi-Fi Equipment at your location is capable of supporting IEEE 802.11n, if you are utilizing an older device that is only capable of supporting the older IEEE 802.11b standard your theoretical maximum speed will be limited to 11 Mbps.)

Although the IEEE 802.11 a/b/g/n/ac standards have theoretical maximum speeds ranging from over ten Mbps to over a gigabit per second, depending on which standard applies, actual Wi-Fi speeds will be substantially lower than the theoretical maximum speeds which describe the physical throughput rate including Wi-Fi protocol communications. The result is that the maximum you can receive may not exceed 40%-50% of the theoretical maximum Wi-Fi standard speed and may be significantly lower depending on other applicable factors. In addition to the factors discussed above, the actual speed you experience over Wi-Fi will depend in part on the speed of the connection between the Wi-Fi network you are accessing and the destination you want to reach on the Internet, which may be significantly below the theoretical maximum speed of the service. (By way of example only, if you order AT&T Internet 25, with a download speed range of between 15 Mbps and 25 Mbps according to the AT&T Speed Tier page, even if the Wi-Fi Equipment at your location and the device you are utilizing are both capable of supporting the IEEE 802.11n standard with a theoretical maximum speed of 600 Mbps, the theoretical maximum internet download speed with your device connected to your Home Wi-Fi will never exceed 25 Mbps.)

- 4) Home Network Management. Although AT&T reserves the right to manage any equipment used to access any Internet Service, you are solely responsible for all security measures over your in-home network, including any IW, local area network(s) and/or Wi-Fi Equipment. That includes, but is not limited to, access to authorization codes or passwords, as well as any encryption you deem necessary or required. AT&T may provide you with tools or software to assist you in managing one or more aspects of your home network (which software would then be included in the term "Software" as used herein below), but you remain solely responsible for all aspects of your home network, including any activity by children or other guests that you may allow (either intentionally or unintentionally, through lack of adequate security measures) to access your Internet Services via your home network and/or Home Wi-Fi. For that reason, AT&T recommends that you take all necessary measures to ensure adequate network security and to closely monitor use of your Internet Services and your home network by anyone accessing your home network, especially children.
- e. Nationwide Wi-Fi Hot Spots (For Internet). Access to AT&T's nationwide network of Wi-Fi Hot Spots may be available to you as part of the Service, and the AT&T Wi-Fi Hot Spots will provide you with access to the Internet via certain AT&T Internet access points (Locations). Primarily, this access is provided via a Wi-Fi network using an IEEE 802.11 standard. To access the Wi-Fi Hot Spots, you must have a device that is compatible with the specific Wi-Fi equipment deployed at a Location. Access to the Hot Spots is intended for the limited purposes of assisting with access to the public Internet for e-mail and web browsing or other purposes consistent with the AT&T Wi-Fi Terms of Service, which may be found at att.com/legal/terms.wiFiServices.html. In order to gain access to the Internet at a Location, You may need your Member account information including your Member ID. If you are also an AT&T Mobility customer, you may auto-authenticate at certain Locations without the use of your Member ID. The AT&T Wi-Fi Terms of Service will govern your use of AT&T Wi-Fi Hot Spots.

- a. Member Account. When you complete the registration process for the Service, you become the "Member Account" holder. To be a Member Account holder, you must either be: (i) 18 years or older, if an individual, or, (ii) be a corporation, partnership, or other legal entity duly formed (and incorporated if applicable) in good standing where required to do business with all legal authority and power to accept this Agreement and acting through your duly authorized representative. You will be asked to choose a unique "Member ID" for your account.
- b. Sub Accounts. Member Account holders may also create up to ten accounts with separate login credentials that are linked to the Member Account (each a "Sub Account"). Each Sub Account will also be required to accept this Agreement and complete the Sub Account registration.
- c. Member Account Responsibility. The Member Account holder is responsible for all activity associated with the Member Account and any of its Sub Accounts, including all fees and charges, whether the charges are incurred by the Member Account or the Sub Accounts. Use of Member ID subjects you to the AT&T Access ID Terms and Conditions (available at www.att.com/accessidterms), which are incorporated herein by reference.
- d. Registration Data. All information that you provide to AT&T must be accurate, including your name, address, credit or charge card numbers and expiration dates, and any payment information ("Registration Data"). You are responsible for keeping all Registration Data accurate and must provide changes promptly to the AT&T Member Center by going to https://start.att.net/membercenter.
- e. Authority and Authorized User(s). You may authorize spouses, partners, family or other household members or designated persons to act on your behalf in managing your Member Account, including changing or adding equipment and programming: (i) by providing such person access to your confidential account password or passcode; (ii) by updating your account information to add authorized user(s); (iii) by granting authorizations and/or ordering permissions to Sub Account holder(s); and/or (iv) by granting anyone primary or secondary online access to manage your account (each such person, an "Authorized User"). Further, if you are not present and/or do not affirmatively identify yourself as the Member Account holder at the time of any Service installation, you hereby authorize any Adult who is present to act on your behalf, including accepting this Agreement and any related agreements required in connection with the completion of the installation and/or the activation of the Service and approving any changes to your Services. You may also authorize these persons, along with guests known to you, to access your Internet Services, subject to your obligations at all times to maintain adequate security controls regarding access to your accounts, your network and the Internet Services and to ensure that all such individuals comply with the provisions of this Agreement.
- f. Password Protections. Your account password or passcode (as applicable) must be provided to engage in most online or telephonically enabled account management functions. You agree to immediately notify AT&T if your password or passcode has been compromised and/or you wish to remove an authorized user from your account; in the absence of such notification,

4. Pricing

a. *Term Plans, Bundle Discounts*. When you purchased the Service, you agreed to specific price and plan, which may have included a term for the Service of one or more years ("Term Plan"). Similarly, some plans may offer a discount on the Service if you sign up for other AT&T services ("Bundle Discount"). You agree to maintain your Service and any bundled services for the applicable term of the Term Plan or Bundle Discount, as applicable. If you signed up for a Term Plan or a Bundle Discount, the price under the applicable plans is valid until one of the following events occurs, at which time the price of your Service may revert to the then-existing price for such Service: (1) the term of your plan expires; (2) you change your current Service address to another Service address; (3) you drop one of the AT&T services that you were required to purchase to receive the special rate; or (4) AT&T exercises a right under this Agreement to terminate your Member Account's (or any associated Sub Account's or Authorized User's) use of the Service.

5. Termination or Cancellation of Service

a. Your Decision to Terminate or Continue Service. You may cancel your Service, but if you do so before the end of any applicable term, you will be subject to any early termination fee which may be associated with that plan as specified in your Customer Service Summary, your Order Confirmation Letter or the applicable Fee Schedule(s) (referred to as an "Early Termination Fee" or "ETF"). At the conclusion of your term, or at all times if you did not agree to a Term Plan, your continued Service will be provided on a month-to-month basis. If you elect to continue Service on a month-to-month basis, you should review the then current Agreement regularly at att.com/internet-terms. The then current Agreement will govern your Service. Your election to continue Service represents your agreement to the then current Agreement.

Unless otherwise specified, if you cancel your Service, your account ID email address will remain active, as will all email subaccounts you have created. The email accounts may be accessed from the att.net Web site.

b. Service Suspension/Termination by AT&T. AT&T may immediately terminate or suspend your Member Account and Sub Accounts, and all or a portion of your Service without notice for any of the reasons set forth in AT&T's Acceptable Use Policy, or if: (a) you provide false or inaccurate information to AT&T; (b) you (or anyone you permit to utilize the Service, including a Sub Account associated with your Member ID) violate this Agreement or the AT&T Acceptable Use Policy; (c) you (or anyone you permit to utilize the Service, including a Sub Account associated with your Member ID) engage in conduct that is a violation of any law, regulation or tariff (including, without limitation, copyright and intellectual property laws); or, (d) if you engage in conduct that is threatening, abusive or harassing to AT&T, employees or any of their vendor's employees or representatives, including, for example, making threats to physically harm or damage employee or company property, frequent use of profane or vulgar language, or repeatedly contacting our customer service representatives for reasons that do not pertain to our provisioning, maintenance, repair, or general servicing of your Service after you have been asked to stop such conduct. You may also be subject to suspension or termination pursuant to Section 6 below. If we terminate your Service and you have a term commitment that is subject to an ETF, we may charge you that ETF in addition to any other rights that we reserve in other provisions of this Agreement.

If we terminate or suspend your Service, your license to use any software provided in connection with the Service is also terminated or suspended (as applicable). If your Service is terminated, AT&T has the right to immediately delete all data, files, and other information stored in or for your account without further notice to you. You must pay all charges for the Service through the date of termination.

- c. Suspension and Termination for Non-payment. AT&T may suspend or terminate Service if your payment is past due. While your Service is suspended, billing will continue for your monthly charges.
- d. Suspension and/or Termination upon Loss of Access. Upon any interruption or loss of either your or AT&T's rights to access any part of the network facilities required to provide your Internet Service, including the interruption or loss of any rights to access the land or buildings in which the facilities are located, AT&T may, in its

sole discretion, suspend or terminate all or any portion of your Internet Service. In general and where applicable, AT&T will utilize available public rights of way to access network facilities utilized for providing Services. However, if you are the owner of the location to which your Services are provisioned, it is ultimately your responsibility to secure any necessary rights of access outside of the public rights of way. If you lease or rent the location at which you wish to receive Services, or if the location is located in a MTU type of arrangement, receipt of Services is expressly conditioned on the owner, landlord and/or building manager providing all customary, reasonable and necessary rights and permissions to allow AT&T access to the network facilities necessary to provide your Internet Service. AT&T makes no representation and can't guarantee that the owner, landlord and/or building manager has or will provide the applicable rights and permissions necessary for you to receive Internet Service or any particular grade of Internet Service, and explicitly disclaims any such representation or guarantee. In the event of any interruption or loss of access, AT&T will endeavor to provide you with reasonable advanced notice of any suspension or termination of Internet Service, however the timing of any suspension or termination, as well as the timing of any resumption of Internet Services, are entirely at AT&T's reasonable discretion. In general, and unless otherwise specified, billing will continue for your monthly charges while your Service is suspended.

e. Restoral Fee and Payment of Past Due Amounts. If either you or AT&T suspends a Service for any reason set forth herein (other than due to AT&T's loss of access), you must make satisfactory arrangements to pay all past due amounts in order to have that Service restored. You will also be required to pay a Service Restoral Fee of no more than \$50 per incident of suspension or termination of a particular Service (subject to applicable law and except as may otherwise have been expressly agreed in writing). Please see the applicable Fee Schedules at www.att.com/ConsumerInternetFees and/or www.att.com/BusinessInternetFees to determine the Restoral Fee amount applicable to your particular Service(s). The Restoral Fee will be assessed on the next monthly bill you receive following the resumption of Service.

6. Payment

You agree to pay in full each month: (1) the monthly fee specified when you ordered your Service; (2) any charge(s) for equipment required for your Service; (3) activation fees, connection and/or installation charges, if any; (4) late fees, Service Restoral Fees, and other applicable Service charges; and (4) any applicable taxes, recovery fees and surcharges that AT&T pays to municipalities and other governmental entities and may pass on to you. For a list of additional fees that could apply to the Service, please see the applicable Fee Schedules, which are expressly incorporated herein by reference.

- a. Credit Check / Advance Payments & Deposits. By applying to purchase Internet Services, and by continuing to access the Internet Services, you are granting us permission to obtain your credit information from consumer credit reporting agencies at any time. If we determine that you may be a credit risk due to: (1) unsatisfactory credit rating; (2) insufficient credit history; (3) fraudulent or abusive use of any AT&T services within the last five years; or (4) late payments for current or prior bills, we may refuse to provide the Services or we may require an advance payment, a non-refundable payment, and/or deposit. Interest will not be paid on advance payments or deposits unless required by law. We may require special payment terms such as additional advance payments or deposits if we determine that the initial payment was inadequate. We may establish limits and restrict your Service or features as we deem appropriate. If your account balance goes beyond the limit we set for you, we may immediately interrupt or suspend your Service until your balance is brought below the limit. Any charges you incur in excess of your limit become immediately due. Upon determination solely by AT&T of satisfactory payment history or as required by law, AT&T may begin refunding of deposits through bill credits, cash payments, or as otherwise determined solely by AT&T. If you are delinquent in any payment to us, you also authorize us to report any late payment or nonpayment to credit reporting agencies.
- **b.** *Billing.* If the Service is eligible for self-installation and you choose to self-install the Service, billing will begin when Service is provisioned by AT&T, whether or not you have installed and begun to use the Service. If you choose to have a technician install the Service, billing will begin when the installation is complete, unless you initially select to self-install, and subsequently ask for a technician installation (in which case, billing will begin when Service is provisioned by AT&T).
- c. Method of Payment. Your monthly charges may be billed via a monthly AT&T bill or to a credit card. Credit card billing is not available for AT&T High Speed Internet Direct. AT&T Internet customers will automatically receive an online bill (see below), unless you specifically notify us that you want to receive a paper bill by calling either of the following numbers (as applicable to you): Consumer: 800.288.2020; Business: 800.321.2000; Fixed Wireless: 800.288.2020.
- d. Credit Card Billing. You may be asked to provide us with a credit card number from a card issuer that we accept in order to activate your Service. You hereby authorize AT&T to charge and/or place a hold on your credit card with respect to any unpaid charges for your Services or any related equipment. You authorize the issuer of the credit card to pay any amounts described herein without requiring a signed receipt, and you agree that this Agreement shall be accepted as authorization to the issuer of the credit card to pay any amounts described herein without requiring a signed receipt, and you agree that this Agreement shall be accepted as authorization to the issuer of the credit card to pay all such amounts. You authorize AT&T and/or any other company who bills products or services, or acts as billing agent for AT&T to continue to attempt to charge and/or place holds with respect to all sums described herein, or any portion thereof, to your credit card until such amounts are paid in full. You agree to provide AT&T with updated credit card information upon AT&T's request and any time the information you previously provided is no longer valid. You acknowledge and agree that neither AT&T nor any AT&T affiliated company will have any liability whatsoever for any non-sufficient funds or other charges incurred by you as a result of such attempts to charge, and/or place holds on, your credit card. If you mistakenly provide a debit card number, instead of a credit card number, you authorize all charges described herein to be applied to such debit card unless and until you provide a credit card number. In the event you are enrolled, or later enroll, in an automatic payment or electronic funds transfer plan, you agree that all sums described herein may be charged, at AT&T's option, to the account number provided for such automatic payment or electronic funds transfer plan. When payment is made by credit card or debit card, payment will also be subject to the terms and conditions established by the credit or debit car
- e. Online Billing for AT&T Internet Members. You must register online to establish a personal myAT&T account and provide a billing email address. You will then be able to view and pay your bill online by logging on to your personal myAT&T account (username and password required).

You understand that you have sole responsibility for the security of your password and you are solely responsible for notifying AT&T if your password is lost or stolen. AT&T is not liable for any claims, costs, damages, or expenses arising from a lost misplaced, or stolen password. If you have forgotten your password or want to change your password for any reason, you may request to reset your password online. It is your responsibility to notify AT&T immediately if your contact information changes.

f. Late Payment Charge and Dishonored Check or Other Instrument Fee. You agree that for each bill not paid in full by the payment due date, a Late Payment Charge will be assessed of no more than \$10 per bill (subject to applicable law and except as may otherwise have been expressly agreed in writing). Please see the applicable Fee Schedule(s) to determine the Late Payment Charge amount applicable to your particular Service(s). Acceptance of late or partial payments (even if marked "Paid in Full") shall not waive any AT&T rights to collect the full amount due. You will also be charged a fee (the "NSF/Returned Check Fee") for each and any check or other instrument (including credit card charge backs) returned unpaid for any reason of no more than \$30 per check or transaction (subject to applicable law and except as may otherwise have been expressly agreed in writing). Please see the applicable Fee Schedule(s) to determine the NSF/Returned Check Fee amount

applicable to your particular Service(s). For a list of additional fees that could apply to the Service(s), please see the applicable Fee Schedule(s) at www.att.com/ConsumerInternetFees and/or www.att.com/BusinessInternetFees.

- g. *Bill Inquiries*. If you believe you have been billed in error for your Services or any related equipment, please notify us within 60 days of the billing date by contacting Customer Service (Consumer 800.288.2020; Business 800.321.2000; Fixed Wireless 800.288.2020). AT&T will not issue refunds or credits after the expiration of this 60-day period, except where required by law or regulation.
- h. Refunds and Credits. Except as otherwise required by applicable law, any amounts refunded in the form of bill credits, cash payments, or any other form shall be inclusive of all applicable taxes that were originally paid on such amounts. Credit amounts, such as customer loyalty rewards, that do not represent a refund of, or a discount to, the price paid for any good or service will not result in the refund of any previously paid tax, fee, or surcharge.

7. Equipment & Software

a. Customer Equipment. Other than the equipment and/or software provided to you by AT&T for use with the Service (collectively, the "AT&T Equipment"), you must provide all equipment, devices and software necessary to receive the Service. Any equipment or software that was not provided to you by AT&T, including batteries, is not the responsibility of AT&T; and AT&T will not provide support for, or be responsible for ongoing maintenance of such equipment.

Regardless of whether the equipment used to access your Service (modem, gateway, etc.) is owned by you or AT&T, AT&T reserves the right to manage such equipment for the duration of your Service, and retains exclusive rights to data generated by the equipment. Neither you nor a third party may change, interfere with, or block access to equipment the data or settings while you continue to receive the Service.

b. AT&T Equipment. Any AT&T Equipment, including modems, routers, antennas or gateways, will be either a new or a fully inspected and tested refurbished unit.

AT&T will repair or replace damaged AT&T Equipment as AT&T deems necessary and may charge you a fee for repair or replacement of the equipment. You understand that repair or replacement of equipment may delete stored content, reset personal settings or otherwise alter the functionality of such equipment. You will be responsible for payment of service charges for visits by AT&T or its subcontractors to your premises when a service request results from causes not attributable to AT&T or its subcontractors, including, but not limited to, when you are unwilling to complete troubleshooting steps requested by AT&T. If you own the equipment or if the equipment is damaged due to your intentional acts or negligence as determined by AT&T. you will be responsible for the price of repair or replacement.

If the Equipment was damaged due to your intentional acts, negligence, or use inconsistent with this Agreement, as determined by AT&T, you will be responsible for the price of repair or replacement. Any tampering with the AT&T Equipment, including, for example, opening and attempting to modify the Equipment, or attempting to connect the equipment to other hardware, will be treated as damage due to your intentional acts or negligence. You agree that you will use the equipment only for its intended use, and not for any other purpose (such as on another AT&T network, or on another provider's (non-AT&T) network). You agree to use appropriate and reasonable care in using any and all Equipment. Tampering with the Equipment, or attempting to connect the Equipment to other hardware, will be treated as damage due to your intentional acts or negligence.

c. Access & Installation of Equipment. You will provide AT&T and its subcontractors with reasonable access to your premises in order to install, maintain, and repair the Service and you authorize any other Adult resident or guest at your residence (each, an Authorized User for purposes of this Agreement) to grant access to your premises for these purposes. You understand and agree that AT&T may drill, cut, and otherwise alter improvements on the premises (including walls, flooring, and/or other surfaces) in order to install, maintain, or repair the Service. If you do not own your premises or your unit is part of a MTU, you warrant that you have obtained permission from any necessary party, including but not limited to the owner, landlord, or building manager, to allow AT&T and its subcontractors reasonable access to install, maintain, and repair the Service and to make any alterations AT&T deems appropriate for the work to be performed.

You acknowledge that AT&T may use existing wiring, including altering the wiring and removing accessories, located within your unit ("Inside Wiring" or "IW"). You warrant that you own or control the Inside Wiring, and give AT&T permission to use, alter, and remove equipment from, such wiring. Without limiting any other provisions of this TOS, you agree to indemnify AT&T from and against all claims by an owner, landlord, building manager, or other party in connection with installation, maintenance, repair, or provision of the Services.

d. Power and Battery Backup. The AT&T Equipment may require electrical power from your premises to operate, which you are responsible for providing. If there is a gateway at your premises, AT&T will not provide an initial gateway battery backup unit or an initial backup battery. Any backup battery solution is your responsibility. You may choose to purchase battery backup for your AT&T Equipment from third party manufacturers or retailers. For more information and minimum specifications visit att.com/batterybackup.

You also agree to be solely responsible for determining when backup batteries for any AT&T Equipment require replacement and for replacing and recycling used batteries. You agree to read and follow all manufacturer or vendor directions for the replacement and recycling of backup batteries. For more information and minimum specifications visit att.com/batterybackup.

Note that AT&T Equipment without battery backup will not function in the event of a loss of customer-supplied power. This will disrupt your Internet Service as well as any additional services that use the AT&T Connection for transport (e.g. Voice over IP including e911) or require an internet connection to operate properly. AT&T will have no liability for loss of any service(s), whether provisioned by AT&T or a third party, in the event of interruption of customer-supplied power, with or without battery backup present in the AT&T equipment.

- e. Theft or Misuse. You agree to notify AT&T immediately, in writing or by calling the AT&T customer support line, if the AT&T Equipment is stolen or if you become aware at any time that Services are being stolen or fraudulently used. When you call or write, you must provide a detailed description of the circumstances of the theft, including documentation of theft or fraudulent use of the AT&T Equipment or Services (such as a copy of a police report). You will be responsible for all charges incurred until you report the theft or fraudulent use. You will also be responsible for stolen AT&T Equipment not owned by you, however, AT&T may in its sole discretion waive or reduce charges upon submission of documentation of theft or other circumstances. Failure to provide notice to AT&T of theft in a timely manner may result in the termination of your Services and additional charges to you. Unless notified otherwise by AT&T, after you report the theft or fraudulent use of the Services, you will remain responsible for paying your monthly fees for Services not stolen or fraudulently used.
- f. Return of AT&T Equipment: Except as otherwise provided, AT&T Equipment must be returned to AT&T undamaged, within twenty-one (21) calendar days after your Service is terminated for any reason. If equipment is not returned within twenty-one (21) calendar days, or is returned damaged, you will be charged a Non-Return Equipment Fee. We may retain any advance payment or deposit, or portion thereof that previously had not been refunded, if you fail to return the AT&T Equipment within this time period. If all AT&T Equipment is returned within six (6) months of termination, any fees charged for such AT&T Equipment will be refunded (other than

fees for damages). No refunds will be made for AT&T Equipment returned more than six (6) months after termination. This Paragraph also applies if your existing equipment is replaced or upgraded for any reason.

8. Account Security

You will receive a password associated with your Member ID upon completing the Service registration process. You agree to keep confidential all passwords, IP addresses, and computer names and are solely responsible for any liability or damages resulting from your failure to maintain that confidentiality. You are also solely and fully responsible and liable for all activities that occur under your password, Member ID or IP address. You agree to do all of the following:

(a) immediately notify AT&T if you suspect any breach of security such as loss, theft, Public Use or unauthorized disclosure or use of your Member Account or Sub Account, password, Member ID, or any credit or charge card number provided to AT&T by calling:

800,288,2020 for AT&T Internet and AT&T Fiber consumer subscribers and Fixed Wireless subscribers

800.321.2000 for AT&T Internet for Business, AT&T High Speed Internet Business Edition, AT&T High Speed Internet Business Edition Direct and/or Fixed Wireless Internet business subscribers

855.220.5211 for Access from AT&T in English (855.220.5225 for Access from AT&T in Spanish)

877.722.3755 for AT&T High Speed Internet subscribers, and AT&T High Speed Internet Direct (Business and Consumer)

888.321.2375 for FastAccess Business DSL, FastAccess Business DSL Direct, FastAccess DSL, and BellSouth Dial Internet subscribers (Business and Consumer)

866.722.3425 for AT&T Dial subscribers

- (b) Ensure that you exit from your account at the end of each session; and,
- (c) Periodically change your password. There is a risk that other users may attempt to access your computer through the Internet or connected networks. You acknowledge this risk as inherent to the shared nature of the Service and you agree to take full responsibility for taking adequate security precautions and safeguarding your data from loss

9. Third Party Services

The Service may permit access to products, services, websites, advertisements, and content ("Third Party Content and Services") from advertisers, publishers, vendors and other third parties ("Third Parties"). Your use of Third Party Content and Services may be subject to additional terms of use set by the Third Parties. YOUR USE OF THIRD PARTY CONTENT AND SERVICES IS AT YOUR SOLE RISK AND DISCRETION. AT&T does not investigate, monitor, represent, endorse or publish the Third Party Content and Services. Furthermore, AT&T does not represent or endorse the accuracy or reliability of any opinion, statement or other information provided by any Third Party, or represent or warrant that your use of any Third Party Content or Services will not infringe the rights of third parties. AT&T reserves the right to restrict or deny access to any Third Party Content and Services otherwise accessible through the Service. AT&T shall have no liability to you arising out of or in connection with your access to and use (or misuse) of the Third Party Content and Services.

You may have previously been given the option to combine your Member ID with a user account or ID that was created in connection with certain Third Party Content and Services (a "Third Party ID") to enable single sign on to the Site. In AT&T's sole discretion, AT&T may elect to separate your Member ID from the Third Party ID. In such case, use of the Third Party ID will no longer enable you to authenticate into the Site or any other AT&T digital properties, and you will need to use your Member ID, Access ID or another ID that was created via AT&T, which was not combined with a Third Party ID, to access the Site or any other AT&T digital properties. Continued access and use of any Third Party Content and Services or Third Party ID will be subject to the terms of use provided by the applicable third party.

10. Restrictions on Use

Your use of the Service is subject to the AT&T Acceptable Use Policy ("AUP") which may be viewed at https://www.att.com/aup and is hereby incorporated into the Agreement as though fully set forth herein. In accordance with the AUP, AT&T reserves the right to deny, disconnect, modify and/or terminate, without notice, the Member Account or the Service provided by AT&T to any customer whose use of the service violates the AUP. Examples of violations of the AUP include, but are not limited to: (i) unlawful activities, (ii) violation of intellectual property rights, (iii) publication or dissemination of threatening material, (iv) inappropriate interaction with minors, (v) Spam/E-mail/Usenet abuse, (vi) uses which are harmful to or interfere with the use of AT&T's network or systems, or the network of any other provider, (vii) uses which interfere with the use or enjoyment of the Services received by others, (viii) uses that constitutes a security risk or a violation of privacy. In addition, AT&T reserves the right to terminate or suspend the Service for any of the reasons set forth in the AUP, including when AT&T reasonably determines that your use of the Service (including use by others under a Master Account or any Sub Account) may expose AT&T to sanctions, prosecution, civil action or any other liability, See the AUP for a more detailed discussion of the policy.

- a. No Resale. The Service is provided for your use only (unless otherwise specifically stated) and you agree not to, whether for a fee or without charge, reproduce, duplicate, copy, sell, transfer, trade, resell, re-provision, redistribute, or rent the Service, your membership in the Service, any portion of the Service, use of the Service, or access to the Service, including, but not limited to, reselling capabilities enabled or used by a specific application (including, without limitation, Voice Over Internet Protocol (VOIP) via wired, wireless or other means. For example, you agree that the Service is not to be used to trunk or facilitate public internet access ("Hotspots") or any other public use of the Service, or for any high volume purpose. All aspects of the Service, except that portion provided by third party providers, is copyrighted and property of AT&T.
- b. Copyright Infringement & Digital Millennium Copyright Act. You are prohibited from infringing, publishing, submitting, copying, uploading, downloading, posting, transmitting, reproducing, or distributing software, video or audio content, or any other material that is protected by copyright, trademark, patent, trade secret, any other type of intellectual property rights, trademark laws (by rights of privacy or publicity) or other proprietary right of any party unless you own or control the rights thereto or have received all necessary consent to do the same. This prohibition includes the use of any material or information including images or photographs that are made available through the Service(s). AT&T assumes no responsibility, and you assume all risks, regarding the determination of whether material is in the public domain, or may otherwise be used by you for such purposes.

AT&T respects the intellectual property rights of others. In accordance with the Digital Millennium Copyright Act of 1998 (the "DMCA") and other applicable laws, AT&T has adopted and maintains a policy that provides for termination of Service in appropriate circumstances of the account(s) of customers who are repeat copyright infringers. AT&T may limit, suspend or terminate your service at any time with or without notice to you.

If you believe the copyright to your work has been infringed in connection with an AT&T service that involves system caching, information residing on systems or networks at the direction of users, or information location tools as described in 17 U.S.C. §§ 512(b)–(d), please provide the information listed at https://www.att.com/legal/terms.dmca.html. AT&T has no obligation to investigate possible copyright infringements with respect to materials transmitted on its systems. However, AT&T will process valid notifications of claimed infringement under the DMCA. For further information regarding such notifications, see https://www.att.com/legal/terms.dmca.html.

AT&T also maintains the AT&T Copyright Alert Program that allows copyright holders to notify AT&T of claimed infringement occurring on AT&T's transitory digital network communications services pursuant to 17 U.S.C. § 512(a). Under the program, content owners may submit notifications to AT&T of alleged copyright infringement based on information they have independently collected by joining peer-to-peer networks, in accordance with the industry standard Automated Copyright Notice System. AT&T then will attempt to identify a subscriber account if the content owner has detected an IP address utilized by an AT&T subscriber and forward a copyright alert to the subscriber account, advising the account holder of the allegation and providing information about online copyright infringement. If a subscriber receives additional alerts, we may temporarily redirect the account holder's broadband Internet access service to a webpage where the account holder must review material on the importance of copyright and the lawful use of content available over the Internet. Upon completion of this review, such redirection will be discontinued and the subscriber's service will be restored to normal. After this stage, if a subscriber continues to receive additional alerts, AT&T may take further action consistent with 17 U.S.C. § 512(i), which may ultimately result in termination of the subscriber/accountholder's broadband Internet access service. Account holders' personally identifiable information is protected throughout this process. AT&T will not provide such information to content owners unless required to do so by court order. For more information about AT&T's Copyright Alert Program, please go to: https://copyright.att.net/home.

AT&T's policies may be revised from time to time and, in addition, AT&T may in its sole discretion voluntarily participate, on terms acceptable to AT&T, in copyright alert and graduated response programs with other stakeholders.

c. Use by Children. AT&T is concerned about the safety and privacy of all its users, particularly children. For this reason, children under the age of 13 should not be permitted to access the Service unless added as a Sub Account by a Member Account holder who is their legal guardian. You understand that by adding a child to your Member Account, you are giving your child access to features that are available as part of the Service (including email, message boards, clubs, and instant messages) and the Internet. Please remember that the Service is designed to appeal to a broad audience. It is your responsibility to determine whether the features provided through the Service are appropriate for a minor.

AT&T suggests that you take advantage of the access controls offered with the Service, which allow you, as the Member Account holder, to block access to certain types of web content you may feel are inappropriate for minors. However, AT&T also recommends that you remain diligent in the supervision of any minors in their use of the Service and the Internet. Access controls provided through the Service are intended as a guide only. Neither AT&T nor its licensors can be responsible for any content accessed by you or minors, whether or not you take advantage of the access controls provided through the Service. In addition, neither AT&T nor its licensors guarantee the accuracy of such access controls, and you agree that you will not hold AT&T liable for any loss or damage of any kind incurred as a result of the use of such access controls.

d. Network Management. AT&T reserves the right to engage in reasonable network management practices, to protect its broadband network from harm, compromised capacity, degradation in network performance or service levels, or uses of the Service which may adversely impact access to or the use of the Service by other customers. Reasonable network management practices that AT&T may adopt include, but are not limited to, the following: (i) a cap on data usage; (ii) a modification of a customer's serving facility or service technology, and/or (iii) a modification of or a limitation on a customer's data throughput speed or data consumption.

A very small percentage of customers use the Service in a way which creates harm to the network, compromised capacity, degradation in network performance or service levels, or which may adversely impact access to or the use of the Service by other customers. In the event that AT&T adopts a network management practice which will apply to your Service, we will provide you with a notice, by web posting, bill insert, email, letter and/or other appropriate means, which describes the network management practice, explains how it will work, and explains how it could impact your Service.

11. Data Management / Content

- a. Data Management. You are responsible for management of your information including but not limited to back-up and restoration of data, erasing data from disk space you control and changing data on or settings for your modem and/or router. AT&T is not responsible for the loss of your data or for the back-up or restoration of your data regardless of whether this data is maintained on our servers or your computer server.
- b. Content. You, and not AT&T, are entirely responsible for all content that you upload, download, post, email, transmit or otherwise make available by use of the Service ("User Content").

AT&T does not claim ownership of User Content. However, with respect to User Content you submit or otherwise make available via your Internet Service, you grant AT&T a nonexclusive, unrestricted, irrevocable, worldwide, sublicenseable, transferable, perpetual, unlimited, assignable, fully paid up and royalty-free right to copy, display, edit, publish, prepare derivative works of, distribute, process, analyze, use and commercialize, in any media known or hereinafter developed, to such User Content.

AT&T may preserve User Content and may also disclose User Content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce this Agreement; (c) respond to claims that any Content violates the rights of third parties; or, (d) protect the rights, property, or personal safety of AT&T, other end users, and the public.

12. Privacy Policies

Your use of the Service and registration data and certain other information about you, are subject to the respective privacy policies of AT&T. This policy is available at: att.com/privacy. To manage your privacy choices, you may do so by visiting att.com/cmpchoice from your desktop or from your mobile Web browser.

PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS.

Consumer Customers: See Arbitration sections below. Business Customers: See Schedule 6.

Most customer concerns can be resolved quickly and to the customer's satisfaction by calling our customer service department at 1-800-288-2020. In the unlikely event that AT&T's customer service department is unable to resolve a complaint you may have to your satisfaction (or if AT&T has not been able to resolve a dispute it has with you after attempting to do so informally), we each agree to resolve those disputes through binding arbitration or small claims court instead of in courts of general jurisdiction. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. Any arbitration under this Agreement will take place on an individual basis; class arbitrations and class actions are not permitted. For any non-frivolous claim that does not exceed \$75,000, AT&T will pay all costs of the arbitration. Moreover, in arbitration you are entitled to recover attorneys' fees from AT&T to at least the same extent as you would be in court.

In addition, under certain circumstances (as explained below), AT&T will pay you more than the amount of the arbitrator's award and will pay your attorney (if any) twice his or her reasonable attorneys' fees if the arbitrator awards you an amount that is greater than what AT&T has offered you to settle the dispute.

Arbitration Agreement

- a. AT&T and you agree to arbitrate all disputes and claims between you and AT&T. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to:
 - claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory;
 - claims that arose before this or any prior Agreement (including, but not limited to, claims relating to advertising);
 - claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and
 - claims that may arise after the termination of this Agreement.

References to "AT&T", "you", and "us" include our respective subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of the Service under this or prior Agreements between us. Notwithstanding the foregoing, either party may bring an individual action in small claims court. This arbitration agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies. Such agencies, can, if the law allows, seek relief against us on your behalf. YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND AT&T ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION. This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision shall survive termination of this Agreement.

b. A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to AT&T should be addressed to: Office for Dispute Resolution, AT&T, 1025 Lenox Park Blvd., Atlanta, GA 30319 ("Notice Address"). The Notice must (1) describe the nature and basis of the claim or dispute; and (2) set forth the specific relief sought ("Demand"). If AT&T and you do not reach an agreement to resolve the claim within thirty (30) days after the Notice is received, you or AT&T may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by AT&T or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or AT&T is entitled.

You may download or copy a form Notice and a form to initiate arbitration from here: att.com/arbitration-forms.

c. After AT&T receives notice at the Notice Address that you have commenced arbitration, it will promptly reimburse you for your payment of the filing fee, unless your claim is for greater than \$75,000. (The filing fee currently is \$200, but is subject to change by the arbitration provider. If you are unable to pay this fee, AT&T will pay it directly upon receiving a written request at the Notice Address). The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by writing to the Notice Address. (You may obtain information that is designed for non-lawyers about the arbitration process at att.com/arbitration-information.) The arbitrator is bound by the terms of this Agreement. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration provision are for the court to decide. Unless AT&T and you agree otherwise, any arbitration having will take place in the county (or parish) of your billing address. If your claim is for \$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator hrough a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the arbitration is conducted.

Except as otherwise provided for herein, AT&T will pay all AAA filing, administration and arbitrator fees for any arbitration initiated in accordance with the notice requirements above. If, however, the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all such fees will be governed by the AAA Rules. In such case, you agree to reimburse AT&T for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. In addition, if you initiate an arbitration in which you seek more than \$75,000 in damages, the payment of these fees will be governed by the AAA rules.

- d. If, after finding in your favor in any respect on the merits of your claim, the arbitrator issues you an award that is greater than the value of AT&T's last written settlement offer made before an arbitrator was selected, then AT&T will:
 - $\bullet\,$ pay you the greater of the award or \$10,000 ("the alternative payment"), whichever is greater; and
 - pay your attorney, if any, twice the amount of attorneys' fees, and reimburse any expenses (including expert witness fees and costs), that your attorney reasonably accrues for investigating, preparing, and pursuing your claim in arbitration ("the attorney premium").

If AT&T did not make a written offer to settle the dispute before an arbitrator was selected, you and your attorney will be entitled to receive the alternative payment and the attorney premium, respectively, if the arbitrator awards you any relief on the merits. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees, expenses, and the alternative payment and the attorney premium at any time during the proceeding and upon request from either party made within fourteen (14) days of the arbitrator's ruling on the merits.

- e. The right to attorneys' fees and expenses discussed in paragraph (d) supplements any right to attorneys' fees and expenses you may have under applicable law. Thus, if you would be entitled to a larger amount under the applicable law, this provision does not preclude the arbitrator from awarding you that amount. However, you may not recover duplicative awards of attorneys' fees or costs. Although under some laws AT&T may have a right to an award of attorneys' fees and expenses if it prevails in an arbitration, AT&T agrees that it will not seek such an award.
- f. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. YOU AND AT&T AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and AT&T agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific proviso is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.
- g. Notwithstanding any provision in this Agreement to the contrary, we agree that if AT&T makes any future change to this arbitration provision (other than a change to the Notice Address) during the period of time that you are receiving Services, you may reject any such change by sending us written notice within 30 days of the change to the Arbitration Notice Address provided above. By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this provision.

14. Software - End User License Agreement

If you have connected to the Service by downloading or installing software made available by AT&T, either directly or through one or more vendors (the "Software"), your use of that Software is subject to the End User License Agreement that accompanied that Software. Otherwise, AT&T, or its applicable third party licensors, grants you a personal, non-exclusive right and license to use the object code of any software provided to you in conjunction with the Service on a single computer; provided that you do not (and do not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Software. You agree not to modify the Software in any manner or form, nor to use modified versions of the Software, including (without limitation) for the purpose of obtaining unauthorized access to the Service. You agree not to access the Service by any means other than through the interface that is provided by AT&T for use in accessing the Service. The Software is provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in subparagraphs (a) through (d) of the Commercial Computer Restricted Rights clause at FAR 52.227-19 when applicable, or in subparagraph (c)(1)(ii) of The Rights in Technical Data and Computer Software clause of DFARS and in similar clauses in the NASA FAR Supplement.

AT&T, or applicable third party licensors may provide Software upgrades, updates or supplements (such as, but not limited to, adding or removing features or updating security components). You understand that whether the equipment is owned by you or AT&T, AT&T, or the applicable third party licensor, has the unrestricted right, but not the obligation, to upgrade, update, or supplement the Software on your equipment at any time.

Export Limits. None of the software or underlying information or technology may be downloaded or otherwise exported or re-exported (a) into (or to a national or resident of) any country to which the United States has embargoed goods; or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. The Software and any underlying technology may not be exported outside the United States or to any foreign entity or "foreign person" as defined by U.S. government regulations, including without limitation, anyone who is not a citizen, national or lawful permanent resident of the United States.

15. Operational Limits/Force Majeure

Provisioning of the Service is subject to the availability and the operational limitations of the requisite equipment and associated facilities. You understand and agree that temporary interruptions of the Service may occur as normal events in the provision of the Service and that AT&T is not liable for such interruptions. You further understand and agree that AT&T has no control over third party networks you may access in the course of your use of the Service, and therefore, delays and disruptions of other network transmissions are beyond the control of AT&T. In addition, AT&T is not liable for any failure of performance due to any cause beyond their reasonable control including acts of God, fire, explosion, vandalism, terrorism, cable cut, major weather disturbance, national emergencies, riots, wars, labor difficulties, supplier failures, shortages, breaches, any law, order, regulation, direction, action, or request by any government, civil or military authority, or suspension of existing service in compliance with state and/or federal law, rules and regulations, or delays caused by you or your equipment.

16. Customer Service Support

AT&T provides free basic customer care for Service purchased from AT&T and covered under this Agreement. Although AT&T reserves certain rights related to equipment necessary to receive the Service and will repair or replace damaged equipment as AT&T deems necessary (in each case, as described in, and subject to the terms and conditions (including fees and other charges) set forth in, Section 7 above), AT&T does not provide support for devices that access the Service under this Agreement.

17. DISCLAIMER OF WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

- 1. YOUR USE OF THE SERVICE AND/OR SOFTWARE IS AT YOUR SOLE RISK. THEY ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OR GUARANTIES OF ANY KIND. AT&T AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF TITLE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, AND ANY WARRANTIES IMPLIED BY A COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE. YOU BEAR THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE EQUIPMENT AND ARE RESPONSIBLE FOR THE ENTIRE COST OF ANY NECESSARY REPAIR.
- 2. AT&T AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS MAKE NO WARRANTY THAT (i) THE SERVICE AND/OR SOFTWARE WILL BE UNINTERRUPTED, TIMELY, SECURE, CURRENT, COMPLETE OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE AND/OR SOFTWARE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE AND/OR SOFTWARE WILL BE TYOUR EXPECTATION, (v) ANY ERRORS IN THE SERVICE AND/OR SOFTWARE WILL BE CORRECTED AND (vi)

THE SERVICE AND/OR SOFTWARE IS FREE OF VIRUSES OR OTHER DISABLING DEVISES OF HARMFUL COMPONENTS.

- 3. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE AND/OR SOFTWARE IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.
- 4. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM AT&T OR THROUGH OR FROM THE SERVICE AND/OR SOFTWARE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

18. LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT NEITHER AT&T NOR ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS OR LICENSORS WILL BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSES (EVEN IF AT&T HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM; (a) THE USE OR THE INABILITY TO USE THE SERVICE, THE EQUIPMENT AND/OR SOFTWARE; (b) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES; (c) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (d) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE AND/OR SOFTWARE; (e) FAILURE TO INSURE THE COMPATIBILITY OF YOUR SYSTEM (INCLUDING THE EQUIPMENT, DEVICES, AND SOFTWARE THAT YOU PROVIDE TO RECEIVE THE SERVICE) WITH THE SERVICE, AND/OR SOFTWARE; (f) ANY OTHER MATTER RELATING TO THE SERVICE, AND/OR SOFTWARE; AND/OR (g) BATTERY BACKUP.

Exclusions and Limitations. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS OF SECTIONS 17 AND 18 MAY NOT APPLY TO YOU.

19. Indemnity

You agree to indemnify and hold AT&T and its subsidiaries, affiliates, officers, agents, co-branders, licensors or other partners and employees harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Content you submit, post, transmit or otherwise make available through the Service, your use of the Service, your connection to the Service, your violation of this Agreement, your violation of the AUP or your violation of any rights of another.

You acknowledge that you are responsible for all use of the Service using your account, including use by Sub Accounts, and that this Agreement, the Acceptable Use Policy and Privacy Policies, as amended from time to time, apply to any and all usage of your account, including use by Sub Accounts. You agree to abide by these terms and you agree to defend, hold harmless and indemnify AT&T from and against any and all claims stemming from usage of this account and any Sub Account – whether or not such usage is expressly authorized by you.

20. General

a. Contact Information. Unless otherwise specified in this Agreement, notices by Members to AT&T must be given by calling: for AT&T Dial subscribers (866.722.3425), for AT&T High Speed Internet subscribers (Business and Consumer) (877.722.3755), for AT&T Internet and AT&T Fiber subscribers (Consumer Only) (800.288.2020), for FastAccess DSL and BellSouth Dial Internet subscribers (Business and Consumer) (888.321.2375), for Fixed Wireless Internet (Business and Consumer) (800.288.2020), and for AT&T Internet for Business (800.321.2000).

b. Trademark Information/Proprietary Rights.

AT&T and the AT&T logos and all other AT&T brands, logos and product and service names ("AT&T marks") are registered trademarks or trademarks of AT&T Intellectual Property. Any use of AT&T Marks is prohibited without permission of AT&T Intellectual Property.

Nothing contained in this Agreement may be construed to convey to you any interest, title, or license in the Member ID, email address, Universal Resource Locator, IP address, or domain name used by you in connection with the Service.

- c. Additional Terms. This Agreement, any other policies or guidelines referenced herein and the terms set forth in any promotional offer for the Service constitute the entire agreement between AT&T and you. This Agreement governs your use of the Service, superseding any prior agreement between you and AT&T with respect to the subject matter of this Agreement. You also may be subject to additional terms and conditions that may apply when you use or purchase certain other AT&T or affiliate services, third-party content or third-party software. The failure of AT&T to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of this Agreement remain in full force and effect. You agree that, except as otherwise expressly provided in this Agreement, there shall be no third party beneficiaries to this agreement. You agree that regardless of any statute of laws to the contrary, any claim or cause of action arising out of or related to use of the Service or this Agreement must be filled within one (1) year after such claim or cause of action arose or be forever barred. We can assign all or part of AT&T rights or duties under this Agreement without notifying you. You may not assign this Agreement or the Services without prior written consent. If any part of this Agreement is found invalid, the rest of the Agreement will remain valid and enforceable. The section titles and paragraph headings in this Agreement are for convenience only and have no legal or contractual effect.
- d. Survival. Obligations and rights in connection with this Agreement, which by their nature would continue beyond the termination, cancellation or expiration of this Agreement, will survive the termination, cancellation or expiration of the Agreement, including, but not limited to those in the following sections: Equipment and Software, Payment, Disclaimer of Warranties, Limitation of Liability, Dispute Resolution by Binding Arbitration, General.

To report violations of this Agreement or the AT&T Acceptable Use Policy, please go to: https://www.att.com/aup or e-mail us at abuse@att.net.

e. Consent to Contact. You expressly authorize, and specifically consent to allowing, AT&T and/or its affiliates, outside collection agencies, outside counsel, or any other agents acting by or on behalf of AT&T (collectively, the "AT&T Parties") to contact you with informational messages regarding your account, including but not limited to contact in connection with any and all matters relating to unpaid past due charges billed by AT&T to you. You agree that such contact may be made to any mailing address, telephone number, cellular phone number, e-mail address, or any other electronic address including a number for a cellular phone or other wireless device or service (collectively, your "Contact Information") that you have provided, or may in the future provide, to AT&T or any AT&T Party, or which any AT&T Party.

otherwise identifies as your Contact Information, and to any and all telephone numbers, wireless devices or electronic addresses billed on your AT&T account. You expressly consent and agree that such contact may be made using, among other methods, pre-recorded or artificial voice messages delivered by an automatic telephone dialing system, text messages delivered by an automated system, pre-set e-mail messages delivered by an automatic e-mailing system, or any other pre-set electronic messages delivered by any other automatic electronic messaging system, regardless of whether you incur charges as a result. You agree to provide true, accurate, current and complete contact information to AT&T and its authorized agents and to promptly update your contact information to keep it true, accurate and complete.

Schedule 1 - List of Services by Brand Name and AT&T Entities

Unless otherwise expressly provided in writing to the contrary, the services covered by the applicable terms include, without limitation, those listed below and are generally provided by the applicable AT&T entities identified below.

IP BROADBAND INTERNET SERVICES include

AT&T Fiber and/or AT&T Business Fiber

AT&T Internet, AT&T Internet Basic and/or AT&T Internet for Business

AT&T High Speed Internet (including Max and/or Max Plus)

AT&T High Speed Internet for Business (including Max and/or Max Plus)

(Note: AT&T High Speed Internet Max and Max Plus were sometimes formerly referred to as U-verse Internet)

DSL INTERNET SERVICES include

AT&T High Speed Internet (including Lite, Ultra, Xtreme, XtremePro, Basic, Express, Pro and/or Elite)

AT&T High Speed Internet Direct (including Lite, Ultra, Xtreme, XtremePro, Basic, Express, Pro and/or Elite)

AT&T High Speed Internet Business Edition and/or AT&T High Speed Internet Business Edition Direct

DSL Direct (including Express, Pro and/or Elite)

FastAccess DSL and/or FastAccess DSL Direct (including Lite, Ultra, Xtreme and/or XtremePro)

FastAccess Business DSL and/or FastAccess Business DSL Direct

DIAL UP INTERNET SERVICES include

AT&T Dial services

BellSouth® Dial Internet Service

Unless otherwise expressly specified in writing to the contrary, INTERNET SERVICES are provided by your local AT&T telephone company, depending on the state where service is provided, as follows:

BellSouth Telecommunications, LLC in AL, GA, FL, KY, LA, MS, NC, SC, and TN.

Southwestern Bell Telephone Company in AR, KS, MO, OK, and TX

Pacific Bell Telephone Company in CA,

Illinois Bell Telephone Company in IL,

Indiana Bell Telephone Company, Incorporated in IN,

Michigan Bell Telephone Company in MI,

Nevada Bell Telephone company in NV,

The Ohio Bell Telephone Company in OH

Wisconsin Bell, Inc. in WI,

Outside of the local AT&T telephone company franchise areas in the states listed above, **Internet Services** are generally provided by Teleport Communications America, LLC and/or one or more of its subsidiaries.

Outside of the states identified above, Internet Services are provided as indicated below:

AT&T DIAL is provided in states not listed above by AT&T Corp.

Other INTERNET SERVICES are provided by TC Systems, Inc. in NY and by Teleport Communications America, LLC in any other state not identified in the list above.

Unless otherwise specified, FIXED WIRELESS INTERNET is provided in all applicable states by AT&T Mobility LLC, acting on behalf of its FCC-licensed affiliates doing business as AT&T.

All companies listed in this Schedule 1 are referred to in this Agreement, where, as and to the extent applicable, as "AT&T or "we," "us," or "our".

Schedule 2 - IP Broadband Internet Service

"IP Broadband Service" refers to any internet service provided through Internet Protocol technology and generally encompasses those services marketed as "AT&T Internet" and "AT&T Fiber."

In addition to those terms contained in the body of this Agreement, the following additional terms apply to customers purchasing and/or receiving IP Broadband Internet Services. I Where applicable, and except as otherwise specified, these terms will modify the terms contained in the body of the Agreement solely with respect to IP Broadband Internet Service. In the event of a conflict between these terms and terms contained within the body of this Agreement, the following terms will apply solely with respect to the IP Broadband Internet Services.

Additional Equipment for AT&T Internet and/or AT&T Fiber Customers. AT&T will make available to you certain equipment, which may include one or more of the following:

- (1) a Wi-Fi Gateway ("WG") located inside your premises,
- (2) an Optical Network Terminal ("ONT") where AT&T's fiber network terminates, which may be located inside your premises, on the outside of your premises, in your

garage, or in a central location in a MTU environment;

(3) an Intelligent Network Interface Device ("iNID") (which provide your services if you do not have a gateway),

all of which are herein collectively referred to as "Internet Equipment"), required for your Service. If you have not purchased Internet Equipment from AT&T or if previously purchased Internet Equipment is beyond the one-year (1-year) warranty period (from date of installation) and requires replacement, then you agree to pay a monthly equipment fee for the Internet Equipment, as part of your purchase of or continued use of the Service and/or other AT&T services. Equipment fees and purchase options depend on the AT&T Services and/or rate plans you order and the installation options you choose.

The WG is installed inside your premises and is required for the Service to function. A WG allows multiple devices to connect and communicate to the Internet wirelessly. Smartphones, tablets and laptops are common devices that access the Internet through a WG. A WG resides indoors and has a power cord that plugs into a common electrical outlet. A battery backup is recommended in case of a power outage. Some WG's have an external battery backup while others have an internal battery backup. AT&T will install the WG. Once the WG has been installed by AT&T, you may not move the WG to a different location or reposition at your address or any other address.

Return of Equipment. If your Service is provided by an iNID, you should not return the iNID home networking hub, (Model# j38HG) or the ONT.

AT&T is the owner of the WG. Upon termination of your Service for any reason, AT&T shall remain the owner of the WG, and you must return the WG, undamaged, within 21 calendar days to AT&T. If the WG is not returned within 21 calendar days, or is returned damaged, you will be charged for the replacement value of the WG. (You should also return any set top boxes or TV receivers you may have received for use with related AT&T Services.)

Schedule 3 - Fixed Wireless Service

"Fixed Wireless Internet Service" or "Fixed Wireless Internet" refers to a wireless high-speed broadband internet access service that offers you a capability for acquiring or retrieving information from; generating, storing, transforming, processing, or utilizing information on; or making available information to other Internet end points connected directly or indirectly via a fixed wireless connection to the AT&T network.

In addition to those terms contained in the body of this Agreement, the following additional terms apply to customers purchasing and/or receiving Fixed Wireless Internet Service. Where applicable, and except as otherwise specified, these terms will modify the terms contained in the body of the Agreement solely with respect to Fixed Wireless Internet Service. In the event of a conflict between these terms and terms contained within the body of this Agreement, the following terms will apply solely with respect to the Fixed Wireless Internet Service.

Speed. As set forth on the Speed Tier Page, Fixed Wireless Internet customers should expect to see service capability speeds of 10Mbps or over downstream and 1Mbps upstream.

IP Addresses. Static IP addresses are not used or available as part of the Fixed Wireless Internet Service. Services such as Web hosting, or hosted services such as camera, gaming server, etc. that require static IP address are not supported by Fixed Wireless Internet. See Section 7, below, for more information on service limitations.

Service Requirements. To qualify for Fixed Wireless Internet Service, you must reside in an area where we provide Fixed Wireless Internet service. Fixed Wireless Internet requires an outdoor antenna that is professionally mounted on or near the exterior of your service location. Unless otherwise noted in the terms governing your plan, an eliqible Fixed Wireless Internet plan is required.

Customers obtaining broadband services under the Connect America Fund (CAF) program may be randomly subjected to performance testing to comply with FCC CAFII certification requirements. Performance testing will be conducted for a duration of four weeks and should have minimal impact on customer's Internet access experience. This testing will conducted by AT&T and should not require any customer intervention.

Changing Service Location. You may not use the Fixed Wireless Internet Service at any address other than your Service address or move any of the Equipment to another address while you remain an AT&T Fixed Wireless customer. If you are moving to a new residence at which Fixed Wireless Internet Service is available, and you wish to continue using the Service, you may request that AT&T install the Service and the Equipment at, and change your Service address to, your new residence, although we may require a contract extension for any such installation and change. If Fixed Wireless Internet Service is not available at your new residence or if we cannot perform installation at such residence for any reason, and if you also have a Term Plan, you will be charged any applicable Early Termination Fee. If you change your service location but fail to call us at 800.288.2020 to give us prior notice, your Service will not be cancelled, and your Service charges will continue to apply.

Fixed Wireless Equipment. Depending on your Service address, your Fixed Wireless Internet Service will include some or all of the following AT&T Equipment:

- 1) **Outdoor Antenna**. The Outdoor Antenna provides an interface to AT&T's network. The Outdoor Antenna and the APS (described below) require electrical power from your service location to operate, which you are responsible for providing. AT&T will install your Outdoor Antenna. Once the Outdoor Antenna has been installed by AT&T, you may not move the Outdoor Antenna to a different location or reposition at your address or any other address while you continue to receive the Service.
- 2) Antenna Power Supply ("APS"). The APS provides power supply and data connectivity for the Outdoor Antenna; your unit has integrated lightning surge protection and two LED Indicators: Power and Outdoor Antenna connectivity. AT&T will install your APS. Once the APS has been installed by AT&T, you may not move the APS to a different location or reposition at your address or any other address while you continue to receive the Service.
- 3) Wi-Fi Gateway ("WG"). The WG is installed inside your premises and is required for the Service to function. A WG allows multiple devices to connect and communicate to the Internet wirelessly. Smartphones, tablets and laptops are common devices that access the Internet through a WG. A WG resides indoors and has a power cord that plugs into a common electrical outlet. A battery backup is recommended in case of a power outage. Some WGs have an external battery backup while others have an internal battery backup. AT&T will install the WG. Once the WG has been installed by AT&T, you may not move the WG to a different location or reposition at your address or any other address.

You agree that, while you continue to receive the Service, neither you nor a third party will move the Equipment within your premises or to any other physical location outside of the premises where it was installed by AT&T. AT&T Fixed Wireless Internet Service is not designed to be nomadic and may not function properly if the Equipment is moved or altered by a non-AT&T employee. If you require the Equipment to be moved while you continue to receive the Service, you must contact AT&T. Failure to do so may result in a failure of the Service and/or in AT&T's termination of your Service.

Responsibility for and Return of Equipment. Upon termination of your Service for any reason, AT&T shall remain the owner of the Wi-Fi Gateway, and you must return the Wi-Fi Gateway, undamaged, within 21 calendar days to AT&T. If the Wi-Fi Gateway is not returned within 21 calendar days, or is returned damaged, you will be charged for the replacement value of the Wi-Fi Gateway.

Although the Outdoor Antenna and APS will constitute AT&T Equipment during the term of any Fixed Wireless Internet Service, you will be considered the owner of the Outdoor Antenna and APS for all other purposes and you will not need to return the Outdoor Antenna and APS to AT&T upon termination of your Fixed Wireless Internet Service. Upon termination of your Service for any reason, the Outdoor Antenna and APS will remain where installed at your location and you will be solely responsible for any and all future service, care, maintenance and removal of the Outdoor Antenna and APS should be performed only by an experienced professional; you should not attempt to perform such activities yourself. AT&T shall have no ongoing duty, obligation, or responsibility to perform any service, care, or maintenance on the Outdoor Antenna and/or APS or to uninstall or remove the Outdoor Antenna and/or APS after termination

of the Service. AT&T shall have no liability to you or any other person or entity related to or arising out of the Outdoor Antenna and/or APS. You agree to indemnify and hold AT&T and its subsidiaries, affiliates, officers, agents, licensors, employees, sub-contractors, and partners harmless from any claim or demand, made after termination of Service, arising out of or related to the Outdoor Antenna and/or APS, including, but not limited to, claims for personal injury, property damage, wear and tear, or equipment degradation.

Service Availability and Limitations. Fixed Wireless Internet Service will not be available in all areas at all times. Many factors can affect the availability and quality of your Fixed Wireless Internet Service, including, but not limited to, Capacity Limitations such as network capacity, terrain, buildings, foliage, and weather. Fixed Wireless Internet Service is delivered via cell sites in AT&T's wireless network. Each cell site can support only a limited number of subscribers. These Capacity Limitations may mean that Fixed Wireless Internet may be identified as available at the time of ordering but may not prove to be available at the time scheduled for installation.

Fixed Wireless Internet Service is not compatible with analog services, including, but not limited to, wireless messaging services, alarm and security systems, fax machines, medical alert and monitoring services, credit card machines, IP/PBX Phone systems, or dial-up Internet. Fixed Wireless Internet Service may not be compatible with DVR/Satellite systems; check with your provider. Public IP addresses are not used or available through Fixed Wireless Internet Service. Services like Web hosting, or hosted services, such as cameras, gaming systems, peer-to-peer file sharing, etc., that require a public IP address are not supported.

Fixed Wireless Internet Service may be interrupted, delayed, or otherwise limited for a variety of reasons, including environmental conditions, unavailability of radio frequency channels, system capacity, network management, priority access by National Security and Emergency Preparedness personnel in the event of a disaster or emergency, coordination with other systems, equipment modifications and repairs, and problems with the facilities of interconnecting carriers.

Fixed Wireless Internet Service is also subject to the following service limitations and/or Capacity Limitations:

- · Proximity of antennas;
- · Cell tower outage or site outage;
- · Maintenance work at a cell tower;
- Use of capacity due to high number of users simultaneously using data intensive applications;
- Damage to the Outdoor Antenna or cables;
- Rotation of Outdoor Antenna from the optimum bearing:
- Device location outside the range of Wi-Fi Gateway:
- Blockage of the signal between premise antenna and the cell tower (caused by artificial objects building, barn, etc.);
- Improper installation or tampering with Outdoor Antenna; and
- Power outage

Prohibited Network Uses. Our wireless network is a shared resource, which we manage for the benefit of all of our customers. To ensure the activities of some users do not impair the ability of our customers to have access to reliable services provided at reasonable costs, certain activities and uses are prohibited (Prohibited Network Uses). These Prohibit Network Uses are in addition to and not in lieu of the requirements set forth in AT&T's Acceptable Use Policy. We may take any and all reasonable actions necessary to restrict any prohibited network uses, including those addressed in AT&T's Acceptable Use Policy and/or any use in a manner that:

- · Hinders other customers' access to the wireless network;
- Involves the installation or similar mechanism to originate, amplify, enhance, retransmit or generate a radio frequency signal without our permission;
- Negatively affects our network or compromises network security or capacity;
- Excessively and disproportionately contributes to network congestion;
- Adversely impacts network service levels or legitimate data flows;
- Degrades network performance; or
- Causes harm to the network or other customers.

PLEASE NOTE: As of the effective date of these Terms, the contact telephone number for assistance with Fixed Wireless Internet issue has been changed from 855.483.3063 to 800.ATT.2020 (or 800.288.2020). Calls to 855.483.3063 will be forwarded for a short period of time on a transitional basis but all future calls regarding Fixed Wireless Internet should be made to 800.ATT.2020.

Schedule 4 - DSL Internet Service

"DSL Service" or "DSL Internet Service" refers to any Internet Service provided through traditional Digital Subscriber Line technology, which may include Services sold under the names AT&T High Speed Internet, AT&T High Speed Internet, Business, FastAccess DSL and/or FastAccess Business DSL, individually or collectively.

(Note: Internet Services sold under the name AT&T High Speed Internet included both DSL Services and IP Broadband Services. If you are unsure which applies to your Internet Service, please contact us for more information.)

In addition to those terms contained in the body of this Agreement, the following additional terms apply to customers purchasing and/or receiving DSL Service. Where applicable, and except as otherwise specified, these terms will modify the terms contained in the body of the Agreement solely with respect to DSL Service. In the event of a conflict between these terms and terms contained within the body of this Agreement, the following terms will apply solely with respect to the DSL Service.

Termination of Local Wireline Voice Service. If you change or terminate your AT&T local wireline voice service, we may in our discretion either terminate your DSL Service or continue to provide it at the then-current rates, terms, and conditions. You agree to pay any new or higher monthly fees that may apply to your new DSL Service after termination of the wireline voice service. If AT&T elects to terminate your DSL Service, we reserve the right to charge any applicable early termination fees.

Capacity Limitations. DSL Internet Services are particularly subject to limits upon availability due to Capacity Limitations. If DSL Internet Services are suspended or terminated at your locations for any reason. AT&T cannot guarantee that you will be able to subsequently renew or restore DSL Internet Service at that location.

Conversion from DSL Service to AT&T Internet Service. When AT&T is able to provision AT&T IP Broadband Internet Service at your location, we may, in our discretion, discontinue your DSL Service and make available to you AT&T IP Broadband Internet Service at the then applicable rates, terms, and conditions, which may differ from your previous DSL Service rates, terms, and conditions (including Bundle Discounts). If you are on a Term Plan and your price will increase as a result of this conversion, you will not have to pay any applicable Early Termination Fee if you elect to cancel DSL Service instead of receiving IP Broadband Internet Service.

In the event that you elect to receive AT&T IP Broadband Internet Service, your new Internet Service may require different AT&T Equipment.

When you are selected for conversion, we will provide at least thirty days' notice of the discontinuation or suspension of your Service via email, direct mail, bill page message, or bill insert. Thirty days after such notice, we may at our sole discretion, either disconnect your service or temporarily suspend your service for up to fifteen days.

Billing. Credit card billing may not be available for AT&T High Speed Internet Direct.

Schedule 5 - Dial Up Internet

"Dial Up Internet" refers to any Internet Service provided through dial-up Internet access, such as AT&T Dial and/or BellSouth® Dial Internet Service, individually or collectively.

In addition to those terms contained in the body of this Agreement, the following additional terms apply to customers purchasing and/or receiving Dial Up Internet Service. Where applicable, and except as otherwise specified, these terms will modify the terms contained in the body of the Agreement solely with respect to Dial Up Internet Service. In the event of a conflict between these terms and terms contained within the body of this Agreement, the following terms will apply solely with respect to the Dial Up Internet Service.

Speed. AT&T Dial Up Internet is a narrow band internet service. AT&T makes no commitment with respect to the speed of Dial Up Internet. Speed is entirely dependent upon Customer Equipment utilized to access the AT&T Dial Up Internet Service.

IP Addresses. AT&T Dial Up Internet Service supports IPV4 only: It does not support IPV6.

Dial-Up Access Options and Toll Charges. AT&T will provide telephone numbers to connect to or register for the Service. Depending on location, local access numbers for dial-up Internet access may not be available in your area. Even access numbers in your area code may result in toll, usage, or long distance charges. Please check with your local phone company to determine whether additional charges apply. You are responsible for selecting the best number for you and for all telephone fees and charges associated with the use of the telephone number you select. In no event will AT&T be responsible for any telephone fees or charges incurred as a result of the telephone number you select. Use of the Service (or portions thereof) and of specific telephone numbers is subject to change or interruption at the discretion of the telecommunication company or AT&T.

Termination of Dial Service. Monthly recurring charges for Dial service are not prorated. If you disconnect, cancel, move to another price plan, or are suspended by AT&T prior to month-end, you will be charged for the entire month of Service. If you upgrade your AT&T Dial service to an AT&T Internet Service your Dial charges will be prorated.

Schedule 6

Business Internet Services

Additional Terms and Conditions Applicable only to Business Internet Services

In addition to those terms contained in the body of this Agreement, the following additional terms apply to customers purchasing and/or receiving Business Internet Services. Where applicable, and except as otherwise specified, these terms will modify the terms contained in the body of the Agreement solely with respect to Business Internet Services. In the event of a conflict between these terms and terms contained within the body of this Agreement, the following terms will apply solely with respect to the

"Business Internet Services" include AT&T Business Fiber, AT&T Internet for Business, AT&T High Speed Internet Business Edition, AT&T High Speed Internet Business Edition, AT&T Internet for Business, FastAccess Business DSL, and FastAccess Business DSL Direct.

- 1. Inside Wire. When ordering AT&T Internet Service, you will be responsible for obtaining Inside Wire (IW) in the form of copper wire or fiber optic cable between AT&T's network termination interface at your building and the gateway equipment located at the customer premises. You may have the option of ordering IW from AT&T or installing your own IW. If you elect to install your own IW, the IW must be installed and available for use by AT&T Technicians <u>before</u> you order AT&T Internet Service. If inside wire service is ordered from AT&T, it is Customer's full responsibility to obtain landlord permission or approvals for such inside wiring. For AT&T Internet for Business (fiber-based only), any determination of whether the inside wire work will be provided by you or AT&T will be made at the time the installation technician is dispatched and surveys the job.
- 2. Inside Wire Disclaimer of Warranties. If inside wire is provided by AT&T, Customer will upon completion of installation have full ownership and responsibility for such inside wire. AT&T MAKES NO WARRANTY TO CUSTOMER OR ANY OTHER PARTY FOR ANY WORK OR MATERIALS CONSTITUTING OR ASSOCIATED WITH ANY INSIDE WIRE. AT&T EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, AND AT&T HAS NO RESPONSIBILITY TO MAINTAIN, UPDATE, REPAIR, REPLACE, DE-INSTALL, OR REMOVE ANY INSTALLED INSIDE WIRE.
- 3. Local Wi-Fi. Depending upon the Internet Service you purchase, your Internet Service may include Wi-Fi enabled local area networking equipment ("Wi-Fi Equipment") in order to help you allow Wi-Fi enabled devices to wirelessly connect to your Internet Service ("Local Wi-Fi"). (See the Applicable Schedule for details about what kind of Wi-Fi networking equipment many be included with the particular Internet Service you are purchasing.)

In order to use Local Wi-Fi, you must have Wi-Fi enabled devices that (a) meet U.S. and WiFi Alliance standards; (b) are compatible with the Wi-Fi network being generated by the applicable Wi-Fi Equipment; and (c) are capable of running IP and related protocols. The Wi-Fi enabled device you are utilizing must be in close enough proximity to the Wi-Fi Equipment to achieve connectivity with the Local Wi-Fi. Actual Local Wi-Fi coverage and quality may vary depending upon the location of the Wi-Fi Equipment, the location of the applicable Wi-Fi enabled device and conditions in and around the premises in which both the Equipment and the Wi-Fi enabled device operate.

Local Wi-Fi is designed to provide you with the highest speed available from the network at any given point in time, subject to the many different factors that can affect network performance. AT&T's most recent generation of Wi-Fi Equipment generally supports the IEEE 802.11 a/b/g/n/ac standard, although older Wi-Fi Equipment may only support the IEEE 802.11b or IEEE 80.11b/g standards. The theoretical maximum speed you may be capable of achieving from your Home Wi-Fi will depend heavily on which IEEE 802.11 standard is supported by the Wi-Fi Equipment you have as well as which IEEE 802.11 standard is supported by the particular device you are utilizing. (By way of example only, IEEE 802.11b offers a theoretical maximum of 11 Mbps while IEEE 802.11n offers a theoretical maximum of 600 Mbps. Even if the Wi-Fi Equipment at your location is capable of supporting IEEE 802.11n, if you are utilizing an older device that is only capable of supporting the older IEEE 802.11b standard your theoretical maximum speed will be limited to 11 Mbps.)

Although the IEEE 802.11 a/b/g/n/ac standards have theoretical maximum speeds ranging from over ten Mbps to over a gigabit per second, depending on which standard applies, actual Wi-Fi speeds will be substantially lower than the theoretical maximum speeds which describe the physical throughput rate including Wi-Fi protocol

communications. The result is that the maximum you can receive may not exceed 40%-50% of the theoretical maximum Wi-Fi standard speed and may be significantly lower depending on other applicable factors. In addition to the factors discussed above, the actual speed you experience over Wi-Fi will depend in part on the speed of the connection between the Wi-Fi network you are accessing and the destination you want to reach on the Internet, which may be significantly below the theoretical maximum speed of the service. (By way of example only, if you order AT&T Internet 25, with a download speed range of between 15 Mbps and 25 Mbps according to the AT&T Speed Tier page, even if the Wi-Fi Equipment at your location and the device you are utilizing are both capable of supporting the IEEE 802.11n standard with a theoretical maximum speed of 600 Mbps, the theoretical maximum internet download speed with your device connected to your Local Wi-Fi will never exceed 25 Mbps.)

- 4. Local Area Network Management. Although AT&T reserves the right to manage any equipment used to access any Internet Service, you are solely responsible for all security measures over your internal network, including any IW, local area network(s) and/or Wi-Fi Equipment. That includes, but is not limited to, access to authorization codes or passwords, as well as any encryption you deem necessary or required. AT&T may provide you with tools or software to assist you in managing one or more aspects of your internal network (which software would then be included in the term "Software" as used herein below), but you remain solely responsible for all aspects of your network, including any activity by employees, customers or other guests that you may allow (either intentionally or unintentionally, through lack of adequate security measures) to access your Internet Services via your local area network and/or Local Wi-Fi. For that reason, AT&T recommends that you take all necessary measures to ensure adequate network security and to closely monitor use of your Internet Services and your local network by anyone accessing your network.
- 5. Service Guides. If you are an AT&T FastAccess Business DSL customer, or an AT&T High Speed Internet Business Edition customer, you are also subject to the terms set forth in the service guides for these services, which are incorporated herein by reference and may be found at:
- http://serviceguidenew.att.com/sg_flashPlayerPage/FADSL (Fast Access® Business DSL)
- http://serviceguidenew.att.com/sg_flashPlayerPage/HSI (AT&T High Speed Internet Business Edition)
- 6. Reimbursement for Time, Materials and Expenses. If Customer cancels an order for or terminates any Service or Service Component (other than as permitted for default by AT&T), or AT&T cancels an order for or terminates any Service or Service Component for cause, prior to its Service Commencement Date, Customer will reimburse AT&T for time, materials and expenses incurred prior to the effective date of such cancellation or termination, plus any third party charges resulting from the cancellation or termination.

7. Arbitration Agreement:

AT&T and you ("We") agree to resolve all disputes between us through binding arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules, as modified by this provision.

This agreement to arbitrate is broad, and includes disputes of any type between AT&T (including its subsidiaries, affiliates, agents, predecessors, successors, and assigns) and you (including authorized or unauthorized users/beneficiaries of services or devices) under this or prior agreements. We agree that WE are waiving the right to a trial by jury, to participate in a class action, or to seek remedies beyond the extent necessary to provide individualized relief to, and affecting only, AT&T or You ALone. WE AGREE NOT TO ACT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED OR DE FACTO CLASS OR REPRESENTATIVE PROCEEDING, OR AS A PRIVATE ATTORNEY GENERAL OR ON BEHALF OF THE GENERAL PUBLIC. Except for matters relating to arbitrability or to the scope and enforceability of the arbitration provision or the interpretation of the limitations on class, representative, private attorney general, and non-individualized relief, all issues are for the arbitrator to

A party seeking arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). Notice to AT&T must be addressed to: Office of Dispute Resolution, AT&T, 1025 Lenox Park Blvd., Atlanta, GA 30319 ("Notice Address"). The Notice must (a) describe the basis of the claim or dispute; (b) describe the specific relief sought ("Demand"); and (c) provide your AT&T account number. If We do not resolve the claim within 30 days after receipt of the Notice, either of us may commence an arbitration. The amount of any settlement offer made by AT&T or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount of any award on the merits.

Unless We agree otherwise, any arbitration hearings will take place in the county of your billing address. AT&T will pay all AAA filing, administration, and arbitrator fees for a claim brought by AT&T or for a claim or Demand valued at up to \$25,000 brought by You. If the arbitrator finds that your claim or Demand is frivolous or is brought for an improper purpose (as measured by the standards in Federal Rule of Civil Procedure 11(b)), then the payment of fees will be governed by the AAA rules and You agree to reimburse AT&T for fees already paid by AT&T that are your obligation under the AAA rules.

If you complied with the notice procedures above; the value of your claim or Demand is \$25,000 or less; and the arbitrator awards you an amount greater than the value of AT&T's last written settlement offer made before an arbitrator was selected (or any amount if AT&T made no offer), AT&T will:

- Pay you the award or \$10,000, whichever is greater ("Alternative Payment"); and
- Pay your attorney, if any, the amount of attorneys' fees and expenses (including expert witness fees and costs) that your attorney reasonably accrues for investigating, preparing and pursuing your claim in arbitration ("Attorney Award").

The arbitrator may rule on the payment of fees, expenses, and the Alternative Payment and Attorney Award during the proceeding and within 14 days after his/her final ruling on the merits. In assessing whether the award is greater than the value of AT&T's last written settlement offer, the arbitrator may consider only those attorneys' fees or expenses that you incurred through the date of your Notice and which had been awarded to You. You may also recover attorneys' fees and expenses under applicable law, but you may not recover duplicative awards of attorneys' fees or expenses.

This Agreement evidences a transaction in interstate commerce, and the Federal Arbitration Act governs. This arbitration provision survives termination of this Agreement. As the exclusive alternative to arbitration, AT&T or you may commence an individual action in Small Claims Court. If a court rejects enforcement of any of the limitations on class, representative, private attorney general, or non-individualized relief as to a particular claim for relief, then that claim (and only that claim) must be severed from the arbitration and may be brought in court. Notwithstanding any provision in this Agreement to the contrary, We agree that if AT&T makes any future change to this arbitration provision (except a change to the Notice Address) during your Service commitment, you may reject any such change by sending AT&T written notice within 30 days of the change to the Notice Address. By rejecting any future change, You agree to arbitrate any dispute in accordance with the language of this provision.

If you are located in Puerto Rico, in addition to pursuing arbitration in accordance with this provision, you may notify the Telecommunications Regulatory Board of Puerto Rico of your grievance. Mail: 500 Ave. Roberto H. Tood (Parada 18), San Juan, Puerto Rico 00907-3941; Phone: 1-787-756-0804 or 1-866-578-5500; Online: jrtpr.gobierno.pr.

Schedule 7 — Access from AT&T

"Access from AT&T" refers to AT&T's program designed to making low cost wireline home internet service exclusively available to Qualifying Households utilizing certain Underlying Internet Services (as those terms are defined below).

In addition to those terms contained in the body of this Agreement, and those terms applicable to the Underlying Internet Service, the following additional terms apply to customers participating in the Access from AT&T program. Where applicable, and except as otherwise specified, these terms will modify the terms contained in the body of the Agreement solely with respect to the Access from AT&T program. In the event of a conflict between these terms and terms contained within the body of this Agreement, the following terms will apply solely with respect to the Access from AT&T Service.

Qualifying Households. For purposes of Access from AT&T, a "Qualifying Household" refers to a) any individual or household with at least one resident who participates in the U.S. Supplemental Nutrition Assistance Program (SNAP); (b) with an address in AT&T's twenty one (21) state service area, at which we offer wireline home Internet service, AND (c) no outstanding debt for AT&T fixed Internet service of any kind within the last six (6) months and no outstanding debt incurred under the Access from AT&T program. California households with at least one resident who receives Supplemental Security Income (SSI) benefits also may qualify based on the same requirements that apply to SNAP participants.

Limited Availability. Access from AT&T is only available to Qualifying Households. If your residence is not a Qualifying Household, you are not eligible for Access from AT&T

Underlying Internet Services. Depending upon the facilities at the location to which the Service is being provided, Access from AT&T can be provided via either DSL Service or IP Broadband Internet Service, which are referred to as the "Underlying Internet Service. Qualifying Households will be provisioned with the highest speed tier Underlying Internet Service available based on the facilities at the applicable residence, based on the following chart. The monthly price that you will be charged for your Access from AT&T will depend on the Underlying Internet Service you receive, as indicated below.

SERVICE NAME	SERVICE TYPE	DOWNLOAD RANGE	UPLOAD RANGE	MONTHLY PRICE*
Internet 12	IPBB	6.1-12 Mbps	.512-1.5 Mbps	\$10 / month
Internet 10	IPBB	6-10 Mbps	.6-1.0 Mbps	\$10 / month
Internet Basic 6	IPBB	3.1-6.0 Mbps	.512-1.0 Mbps	\$10 / month
FastAccess DSL XtremePro High Speed Internet Elite	DSL	3.1-6.0 Mbps	.512-1.0 Mbps	\$10 / month
Internet Basic 5	IPBB	3-5 Mbps	.6-1.0 Mbps	\$10 / month
Internet Basic 3	IPBB	1.56-3.0 Mbps	.384-1.0 Mbps	\$5 / month
FastAccess DSL Xtreme FastAccess DSL Direct Xtreme High Speed Internet Pro	DSL	1.56-3.0 Mbps	.384-1.0 Mbps	\$5 / month
Internet Basic 1.5	IPBB	1-1.5 Mbps	.384-1.0 Mbps	\$5 / month
FastAccess DSL Ultra FastAccess DSL Direct Ultra High Speed Internet Express	DSL	.769-1.5 Mbps	128-384 Kbps	\$5 / month
Internet Basic 768	IPBB	200-768 Kbps	128-384 Kbps	\$5 / month
FastAccess DSL Lite FastAccess DSL Direct Lite High Speed Internet Basic	DSL	200-768 Kbps	128-384 Kbps	\$5 / month

^{*} Prices are as of the effective date of this Agreement only and may be subject to change. Please call 855.220.5211 or visit https://www.att.com/shop/internet/access/#/ for current

Service availability and speed may vary by address. AT&T will assign you the fastest speed tier Underlying Internet Service available where you live, which shall be at AT&T's sole discretion.

If none of the speeds identified in the chart above are technically available at your address, you will not be able to participate in the Access from AT&T program.

Underlying Internet Service Terms. Other terms applicable to your Access for AT&T program will depend on Underlying Internet Service you receive. In general, you will be subject to all the terms applicable to the Service Type into which your Underlying Internet Service falls. However, notwithstanding the applicable Underlying Internet Service terms, Qualifying Households who participate in the Access for AT&T program will not be required to

- (1) make any annual or monthly term commitments.
- (2) provide a deposit in order to initiate installation or activation of the Underlying Internet Service; or
- (3) pay an installation fee associated with the installation of the Underlying Internet Service

Additional Equipment for Access from AT&T Customers. AT&T will make available to you certain equipment for use in connection with your Access from AT&T Service, which may include a Wi-Fi Gateway ("WG") located inside your premises.

The WG is installed inside your premises and is required for the Service to function. A WG allows multiple devices to connect and communicate to the Internet wirelessly. Smartphones, tablets and laptops are common devices that access the Internet through a WG. A WG resides indoors and has a power cord that plugs into a common electrical outlet. A battery backup is recommended in case of a power outage. Some WGs have an external battery backup while others have an internal battery backup.

AT&T is the owner of the WG. Upon termination of your Service for any reason, AT&T shall remain the owner of the WG, and you must return the WG, undamaged, within 21 calendar days to AT&T. If the WG is not returned within 21 calendar days, or is returned damaged, you will be charged for the replacement value of the WG.

Terms of Service - Legal Policy Center - AT&T

AT&T Internet Terms of Service

Print

Last Updated: January 14, 2019

Thank you for choosing AT&T as your Internet Service(s) provider. These Terms of Service, including any schedules hereto and any terms incorporated herein by reference ("the Agreement") along with the applicable policies and additional terms which AT&T makes you aware of, including those listed below, set forth your obligations, the obligations of AT&T, and the rules you must follow when using AT&T provisioned fixed location internet access service(s), including both narrowband and broadband internet access services (as described in more detail below and on Schedule 1 hereto, as individually or collectively referred to herein as "Service(s)" or "Internet Service(s)". "You" or "your" refers to the holder of the Member Account, the holder of any Sub Account and/or any Authorized User(s) (as those terms are defined in Section 3 below). THE DESCRIPTION OF YOUR SERVICE AND OTHER TERMS, SET FORTH IN THE CUSTOMER SERVICE SUMMARY OR ORDER CONFIRMATION LETTER YOU RECEIVED. ARE INCORPORATED BY REFERENCE INTO THIS AGREEMENT.

PLEASE READ THIS AGREEMENT CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. THIS AGREEMENT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS, AND ALSO LIMITS THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE. ARBITRATION TERMS FOR RESIDENTIAL CUSTOMERS ARE SET OUT IN SECTION 13 AND ARBITRATION TERMS FOR BUSINESS CUSTOMERS ARE SET FORTH ON SCHEDULE 6 HERETO, WHICH IS INCORPORATED BY REFERENCE INTO THIS AGREEMENT. PLEASE READ THE TERMS APPLICABLE TO YOU CAREFULLY.

For more information about different Internet Services and specific provisions applicable to particular Internet Services covered by this Agreement, please see the following Schedules.

Schedule 1 - Lists of Internet Services by Brand Name and AT&T Entities

Schedule 2 - IP Broadband Internet Services (including "AT&T Internet" and "AT&T Fiber")

Schedule 3 - Fixed Wireless Internet Service

Schedule 4 - DSL Internet Service

Schedule 5 - Dial Up Internet Service

Schedule 6 - Business Internet Services

Schedule 7 - Access from AT&T Program

NOTE: Mobile broadband internet access services from AT&T are generally subject to the terms of AT&T's Wireless Customer Agreement, available at https://www.att.com/legal/terms.wirelessCustomerAgreement.html.

This Agreement is based on four general principles. First, AT&T supports our customers' right to free expression. Second, AT&T will give our customers clear notice of any meaningful limitations on the Services. Third, AT&T will give our customers clear information about the experience they can expect when using the Services. Fourth, AT&T will provide consumer Internet access service in discrete, non-overlapping speed tiers.

Your contract with us includes this Agreement (including the schedules hereto, which are incorporated into this Agreement by reference), and also includes the following materials:

- Your Customer Service Summary / Order Confirmation Letter (excluding the "My Next Bill Estimate" page);
- AT&T Privacy Policy found at att.com/privacy;
- AT&T Acceptable Use Policy found at att.com/aup;
- AT&T Policies for Considering Copyright Infringement Claims found at https://www.att.com/legal/terms.dmca.html
- AT&T Access ID Terms and Conditions found at https://www.att.com/accessidterms;
- att.net Terms of Use found at https://www.att.com/legal/terms.attNetTermsOfUse.html; and
- Any other documents incorporated by reference herein or therein.

For more information on fees that may apply in addition to any amounts due for your Services and Equipment, consumers should review the "Consumer Fee Schedule" available at www.att.com/ConsumerInternetFees and businesses should review the "Business Fee Schedule" available at www.att.com/BusinessInternetFees. The Consumer Fee Schedule and the Business Fee Schedule are generically referred to herein as the "Fee Schedule(s)" and are incorporated into this Agreement by this reference. AT&T reserves the right to change fees, increase or decrease fees, or impose additional fees without notice. Additional fees may apply for non-standard installations or for equipment upgrades. Taxes may also apply and vary by location.

The current fixed broadband internet access speed tiers AT&T offers may be found on AT&T's Speed Tier page at att.net/speedtiers, For more information about how AT&T helps transmit your information to points on the internet, how AT&T manages the network, broadband options such as different service capability and expected and actual speed ranges, device attachment rules, activities that may impair or degrade your internet experience, and regarding network practices relating to your monthly data usage allowance (if any), please visit AT&T's Broadband Information page at att.com/broadbandinfo. Both the Speed Tier page and the Broadband Information page are subject to periodic update without prior notice.

Note: If the location to which your Service is provisioned is in a multi-tenant environment (e.g., an apartment building, condominium, private subdivision or retail shopping center, sometimes referred to herein as a "MTU"), provision of your Service may be subject to other terms and conditions imposed by the owner and/or manager of the MTU (e.g. a landlord or home owner's association). You will need to refer to the owner / manager of your particular MTU for more information regarding any MTU specific terms which may apply.

You must accept this Agreement as a condition of receiving the Service. By accepting this Agreement, you confirm you are a capable adult over the applicable age of majority (e.g. eighteen (18) years of age in most U.S. states and territories; nineteen (19) in Alabama and Nebraska; and twenty-one (21) in Mississippi and Puerto Rico – an "Adult"). If you are an entity, by accepting this Agreement, you confirm (through your duly authorized representative) that you are a corporation, partnership, or other legal entity duly formed (and incorporated if applicable) in good standing where required to do business with all legal authority and power to accept this Agreement; and you are

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also confirming that this Agreement constitutes a valid and binding obligation of yours. You are responsible for ensuring that all use of the Service complies with this Agreement, and you will be deemed to have breached this Agreement if you or any other person, whether or not authorized by you, uses the Service in a manner inconsistent with this Agreement. By enrolling in, activating, using, or paying for the Service, you agree to the terms and conditions in this Agreement, including, but not limited to, the prices, charges, and terms and conditions provided to you in marketing and informational materials associated with the Service, all of which are incorporated herein by reference.

1. Changes to this Agreement and/or the Service

We may change any terms, conditions, rates, fees, expenses, or charges regarding your Service at any time. We also reserve the right to modify or discontinue the Service, temporarily or permanently. We will provide you with notice of material changes via either your Member Account e-mail address or any other email address you provide, posting online at https://www.att.com/internet-terms, recorded announcement, bill message, bill insert, newspaper ad, postcard, letter, or call to your billed telephone number or U.S. mail. It is your responsibility to check for any such notices. Your continued subscription to the Service after the effective date of the change constitutes your acceptance of such changes.

2. Internet Service

- a. Service Description. Internet Service is composed of narrowband or broadband access to Internet, and offers you a capability for acquiring or retrieving information from; generating, storing, transforming, processing, or utilizing information on; or making available information to other Internet end points connected directly or indirectly to th AT&T network. Unless otherwise specified. Internet Services from AT&T include the following:
 - 1) Site Access / E-Mail Services. Access to att.net and related services, including e-mail, is generally included with your Internet Service. Such access will be subject to the att.net Terms of Use found at https://www.att.com/legal/terms.attNetTermsOfUse.html. By utilizing such access, including accessing the included e-mail account(s), you are agreeing to be bound by the terms thereof.
 - 2) DNS Services / DNS Language Assist. Domain Name System (or DNS) services translate domain names into the numerical IP addresses needed for locating and identifying computer services and devices within the underlying network protocols commonly used to organize the internet. The DNS Services include DNS Language Assist, which upon entry of an incomplete or inaccurate Web address will automatically search for similar or related terms and present you with suggested sites you may want to reach instead of providing only an error message. If you prefer to opt out of DNS Language Assist, you may do so by visiting att.com/cmpchoice from your desktop or from your mobile Web browser.
 - 3) IP Addresses. Unless otherwise specified, AT&T Internet Service is provided with a dynamic Internet Protocol ("IP") address, a static IP address, a multiple static IP address service (as applicable), or a privately managed IP address utilizing CGN (Carrier Gateway NAT) technology, at the sole discretion of AT&T. Static IP addresses are not available with all Internet Services or all tiers within certain Internet Services. Unless otherwise specified, a dynamic IP address is a single Internet address intended for use with a single Member Account and any associated Sub Accounts and a static IP address or multiple static IP address is intended for use with a single computer or a network of devices, computers and/or servers. You may not use the Service in a manner that is inconsistent with these intended uses. Unless otherwise specified, AT&T Internet services will support both IPV6 and IPV4 Internet addresses; however, to reach IPv6-exclusive Internet content, some of your equipment may require upgrades or replacement. For more information about IPv6 and how it affects you, visit att.com/ipv6.
 - 4) Interconnection. Because the Internet consists of multiple interconnected networks and most Internet end points (for example, Web sites and other content providers) are not directly connected to the AT&T network, AT&T must connect to and exchange traffic with other networks to provide its subscribers the capability of uploading data to or downloading data from Internet end points that are connected to those networks. To that end, AT&T has entered into commercially negotiated agreements to exchange traffic with such networks on mutually agreeable terms. Consistent with its longstanding practice, AT&T does not warrant that it will establish or expand the connections between its network and other networks except on such mutually agreeable terms. To the extent AT&T is unable to reach agreement on terms of interconnection or network expansion with these other networks, it could affect your service. These impacts on your service performance are described in more detail in the AT&T Open Internet Notice. AT&T therefore makes no promise, express or implied, that you will be able to upload data to or download data from Internet end points connected to other networks at any particular speed.

Like the other networks that make up the Internet, the AT&T network is a shared network, which means that the transmission links and other network resources used to provide the Service are shared among the subscribers of AT&T. AT&T manages this network for the benefit of all users based on a variety of factors, and our technical expertise.

- b. "Speed" of Internet Services, Technology and Data Usage. AT&T offers many broadband internet access service options, each of which has a specific service capability speed range. The term "speed" is commonly used as a shorthand way to describe the capacity at which a particular broadband internet access service can transmit data. This capacity is typically measured in the number of kilobits, megabits, or gigabits that can be transmitted in one second (Kbps, Mbps, or Gbps). Some applications like a short email without attachments or basic Web browsing do not require high service capability speeds to function optimally, while other activities like transferring large data files can be performed faster with higher-speed services. Your service capability speed may not be suitable for some applications, particularly those involving real-time or near real-time, high-bandwidth uses such as streaming video or video conferencing.
 - 1) AT&T Speed Tiers Page. The current fixed broadband internet access speed tiers AT&T offers may be found on AT&T's Speed Tier page at att.net/speedtiers, which identifies the "Expected Speeds" of the downstream and upstream rates at which your "Connection" (as those terms are defined below) transfers internet access data between the network interface device at your home, office, or apartment building to the point you connect to the AT&T network. Because many different factors can affect the performance of broadband internet access service delivered to a particular location or individual, AT&T does not guarantee specific performance levels for broadband internet access services. Instead, AT&T manages its network to provide overall median performance consistent with the Expected Speeds.

2) Defined Terms.

- a) "Connection." Because service performance varies on an end-to-end basis, the service capability speeds of AT&T are limited to, and measured between, the equipment utilized to provision your Internet Service at the fixed address or location you identified when ordering the Internet Service and a point on the AT&T network, sometimes referred to as the "Connection" or your "internet connection." The Connection constitutes only one segment of the end-to-end transmission path connecting the end user to Internet Web sites or content providers.
- b) "Expected Speeds." Because there are many factors which may impact the speed experienced by any particular internet user at any particular time (as described in more detail below), the "Expected Speed" represents an anticipated, theoretical speed of the Connection, based on network design and engineering, measured

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over time. At any moment in time, a particular observed speed will vary from the Expected Speed. However, AT&T manages its network toward an overall median speed consistent with the Expected Speed.

3) Technology. Unless otherwise expressly agreed to the contrary, AT&T makes no warranty with regard to the technology used to provision any particular Internet Service. Notwithstanding any description that may be furnished for a particular Internet Service, AT&T reserves the right, in its sole and absolute discretion, to make changes to the technology used to provision all or any portion of any Internet Service. So long as the essential functionality of the Internet Service from a user perspective is not negatively impacted in a material way by any change in technology, AT&T has no obligation to notify you of any changes in technology and changes in technology will not affect your rights or obligations with respect to the Internet Service you have purchased.

For any particular Internet Service, the technology utilized to provision different portions of the Service may vary significantly. In those circumstance, and unless otherwise expressly agreed to the contrary, AT&T shall only be responsible for the technology utilized to provision the Connection. As discussed in further detail below, AT&T has no control over, and makes no warranties with respect to, the technology within the premises to which the Internet Service is provisioned (e.g. the inside wiring, local Wi-Fi, home network and/or local access network). AT&T further has no control over and makes no warranties with respect to the technology utilized by content providers for purposes of operating the servers which an end user must access in order to receive access to the content.

- 4) Other Factors that Impact Speed. In addition to issues presented by the various technologies over which an internet access may operate on an end-to end basis, end-to-end performance of your Internet Service will also depend on a variety of other factors, including (but not limited to): the number of subscribers simultaneously using the network; specific characteristics of the location from which you are accessing the internet; specific characteristics of your intended destination on the internet; overall traffic on the Internet; Wi-Fi connectivity; interference with high frequency spectrum on your telephone line; wiring inside your premises, office or apartment complex; the capacity or performance of your network devices, routers, gateways or modems; the servers with which you must communicate with in order to reach your intended destination and/or access the content you are trying to access; internal and external network management factors (including Overhead, which refers to the various control and signaling data required to achieve the reliable transmission of Internet access data); and, the networks you and others are using when communicating. In addition, your use of other AT&T services (such as U-verse TV, AT&T Phone, Unified Messaging, and other services) that may share the capacity of your broadband connection with the Service may impact the amount of capacity available for your use of the Service at that particular time and thus affect the performance of the Service. Consequently, AT&T does not guarantee the performance of your service on an end- to-end basis. This is also why third party speed tests which include other portions of the overall internet connection beyond the Connection itself may yield results which are outside the expected speed range for your particular service plan on the Speed Tier page. AT&T expressly disclaims any warranty with respect to the outcome of these third party speed tests.
- 5) Download vs Upload Speeds. The term "download" generally refers to the process of a user utilizing their local device or computer to access information stored on a remote device, computer or server connected to the internet and includes activities ranging from "surfing" the internet, to downloading a file to streaming video. The term "upload" generally refers to the process of a user sending information from their device or computer to a remote device, computer or server connected to the internet. Unless otherwise specified, references to the "speed" of an Internet Service will solely be with respect to the download speed of that Service. Similarly, unless otherwise specified, AT&T makes no guarantee that the upload speed of a particular Internet Service will be the same as the download speed, either in terms of the applicable speed range or in terms of actual performance at any given moment. In fact, as set forth on the Speed Tier Page, many Internet Services have expected upload speeds which are lower than the comparable expected download speeds. As a result, and as a result of the many other factors that might affect speed at any given moment, the actual upload and download speed of any Internet Service will vary greatly from time to time and day to day.
- 6) Data Usage on Residential Internet Services. The residential Internet Service you purchased includes either an unlimited data allowance or a monthly data usage allowance with overage charges for usage in excess of your allowance. More details regarding the applicable data allowance is set forth in the Customer Service Summary or Order Confirmation Letter you received. Use of certain services, including but not limited to digital TV features and apps, AT&T Digital Life, home security, home automation and medical alarm systems, whether provided by AT&T or a third party, may count towards your Internet data usage allowance. For additional information about the use of your residential AT&T Internet Service, including management of your data usage, as well as information about other data plans that you might consider, please refer too https://www.att.com/internet-usage. (This paragraph is not applicable to Business Internet Services.)

c. Availability and Service Changes.

1) Availability. AT&T Internet Services are not available in all areas and may not be available at certain speed tiers (or at all) at your location, even if our initial testing, an AT&T website and/or any sales representative or other personnel associated with AT&T indicated that your location qualified for a particular speed tier or Service. If your location is situated in an MTU, availability of any particular Internet Service may depend upon the owner and/or manager of the MTU agreeing to grant AT&T access to the MTU and/or to your particular location.

The availability of any Internet Service may also be subject to various limitations upon the capacity of the various technologies utilized in AT&T's network to support a given number of customers on any particular Internet Service and/or speed tier in a given area ("Capacity Limitations"). Some Internet Services are more likely to be subject to Capacity Limitations. When a particular part of AT&T's network is approaching a Capacity Limitation, it can be very difficult for AT&T to predict exactly when or how that Capacity Limitation will impact upon the availability of a particular Internet Service to a particular location. This may mean that, although a certain location may be theoretically capable of receiving the Internet Service in question, Capacity Limitations at the time a particular order is placed may mean that a particular Service is not available to a particular location. This can even occur between the time that a Service is ordered and the time than the Services is installed / fulfilled, resulting in a Service that was shown as being available to a particular location at the time an order was placed no longer being available at the time of installation. As discussed in Section 5 below, Capacity Limitations may also mean that if a Service is terminated at any location for any reason whatsoever, it may not be possible to restore or renew that Service at that location. For all those reasons, AT&T makes absolutely no guarantee as to the availability of any Internet Service at any location.

- 2) Service Changes. AT&T reserves the right to modify or discontinue any Internet Service (including rates and charges), temporarily or permanently. If AT&T makes a change that would have a material impact on your Service, AT&T will endeavor to provide you with reasonable notice of any such change. The terms and conditions for temporary changes, if any, will be included in the notice and incorporated by reference into this Agreement at: att.com/temporaryterms. Your continued subscription to the Service after the effective date of the change constitutes your acceptance of the changes and the associated terms and conditions. In lieu of notice and Web site posting, AT&T may instead, at its sole discretion, require customers to enter into an agreement with AT&T regarding temporary material changes.
- 3) Technology Conversions. In the event that AT&T determines to provision Internet Service at your location utilizing a different technology, we will evaluate whether the conversion can occur without significant interruption to your service, generally defined as no noticeable interruptions during normal business hours and no single interruption outside of normal business hours of more than one (1) hour in length. If we determine that the conversion can be accomplished without significant interruption in your service, we may elect to proceed with the conversion without prior notice to you. If we determine that the conversion is likely to result

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in a significant interruption in your service, we will endeavor to provide you with at least thirty (30) days' notice of any anticipated significant interruptions of your service via email, direct mail, bill page message, and/or bill insert. If, due to factors outside our control, we cannot provide you with thirty (30) days' notice, we will endeavor to provide you with as much advanced notice as circumstances reasonably allow. Following the period identified in such notice, we may at our sole discretion, either disconnect your service or temporarily suspend your service for up to fifteen (15) days to facilitate the conversion process.

As part of any conversion, we may, in our discretion, discontinue the particular Internet Service you are currently receiving and make available to you an alternate Internet Service of comparable or better Speed at the then applicable rates, terms, and conditions, which may differ from your previous Internet Service rates, terms, and conditions (including Bundle Discounts). If you are on a Term Plan and your overall price will increase as a result of this conversion, taking into account all applicable credits and discounts, you will not have to pay any applicable Early Termination Fee if you elect to cancel your Internet Service within the period specified for doing so on your updated Customer Service Summary or Confirmation Letter.

Your new Internet Service may require different or additional equipment in order to fully utilize. If that proves to be the case, we will endeavor to either provide you with the required equipment or notify you of any equipment you will be required to provide on your own. You may also be required to review and accept new or additional terms and conditions related to the new Internet Service and/or new equipment. If that proves to be the case, your acceptance of such terms and conditions will be a condition to your ability to access and utilize the new Internet Service.

- d. Home Networking / Home Wi-Fi. (These provisions apply to consumers. Business customers should refer to Schedule 6 for provisions applicable to Business Services.)
 - 1) Inside Wiring. When ordering AT&T Internet Service, you will be responsible for providing any Inside Wiring (IW) in the form of copper wire or fiber optic cable between the AT&T network termination interface at your location and the gateway equipment that will located at your premises. In most cases, the IW will already be present in your existing locations, however you will be responsible for providing any additional IW which may be required. If additional IW is required, you may have the option of ordering IW from AT&T or installing your own IW. If you elect to install your own IW, the IW must be installed and available for use by AT&T Technicians before you order AT&T Internet Service. If IW service is ordered from AT&T, it is your sole responsibility to obtain landlord permission or approvals for such IW.
 - 2) Disclaimer of Warranties. The condition of the IW over which your Internet Service is transmitted within your premises will impact the performance of the Internet Service, including with respect to speed, reliability and latency. You are solely responsible for the condition of any IW and AT&T expressly disclaims any responsibility thereto. If IW is provided by AT&T, upon completion of installation you will have full ownership and responsibility for such IW. Unless expressly agreed in writing to the contrary, AT&T makes no warranty to you or any other party for any work or materials constituting or associated with any inside wire. AT&T expressly disclaims any warranty of merchantability or fitness for a particular use, and AT&T has no responsibility to maintain, update, repair, replace, de-install, or remove any installed inside wire.
 - 3) Home Wi-Fi. Depending upon the Internet Service you purchase, your Internet Service may include Wi-Fi enabled home networking equipment ("Wi-Fi Equipment") in order to help you allow Wi-Fi enabled devices to wirelessly connect to your Internet Service ("Home Wi-Fi"). (See the Applicable Schedule for details about what kind of Wi-Fi networking equipment many be included with the particular Internet Service you are purchasing.)

In order to use Home Wi-Fi, you must have Wi-Fi enabled devices that (a) meet U.S. and WiFi Alliance standards; (b) are compatible with the Wi-Fi network being generated by the applicable Wi-Fi Equipment; and (c) are capable of running IP and related protocols. The Wi-Fi enabled device you are utilizing must be in close enough proximity to the Wi-Fi Equipment to achieve connectivity with the Home Wi-Fi. Actual Home Wi-Fi coverage and quality may vary depending upon the location of the Wi-Fi Equipment, the location of the applicable Wi-Fi enabled device and conditions in and around the premises in which both the Equipment and the Wi-Fi enabled device operate.

Home Wi-Fi is designed to provide you with the highest speed available from your home network at any given point in time, subject to the many different factors that can affect network performance. AT&T's most recent generation of Wi-Fi Equipment generally supports the IEEE 802.11 a/b/g/n/ac standard, although older Home Wi-Fi Equipment may only support the IEEE 802.11b or IEEE 80.11b/g standards. The theoretical maximum speed you may be capable of achieving from your Home Wi-Fi will depend heavily on which IEEE 802.11 standard is supported by the Wi-Fi Equipment you have as well as which IEEE 802.11 standard is supported by the particular device you are utilizing. (By way of example only, IEEE 802.11b offers a theoretical maximum of 11 Mbps while IEEE 802.11n offers a theoretical maximum of 600 Mbps. Even if the Wi-Fi Equipment at your location is capable of supporting IEEE 802.11n, if you are utilizing an older device that is only capable of supporting the older IEEE 802.11b standard your theoretical maximum speed will be limited to 11 Mbps.)

Although the IEEE 802.11 a/b/g/n/ac standards have theoretical maximum speeds ranging from over ten Mbps to over a gigabit per second, depending on which standard applies, actual Wi-Fi speeds will be substantially lower than the theoretical maximum speeds which describe the physical throughput rate including Wi-Fi protocol communications. The result is that the maximum you can receive may not exceed 40%-50% of the theoretical maximum Wi-Fi standard speed and may be significantly lower depending on other applicable factors. In addition to the factors discussed above, the actual speed you experience over Wi-Fi will depend in part on the speed of the connection between the Wi-Fi network you are accessing and the destination you want to reach on the Internet, which may be significantly below the theoretical maximum speed of the service. (By way of example only, if you order AT&T Internet 25, with a download Expected Speed of 25 Mbps according to the AT&T Speed Tier page, even if the Wi-Fi Equipment at your location and the device you are utilizing are both capable of supporting the IEEE 802.11n standard with a theoretical maximum speed of 600 Mbps, the theoretical maximum internet download speed with your device connected to your Home Wi-Fi will not exceed 25 Mbps.)

- 4) Home Network Management. Although AT&T reserves the right to manage any equipment used to access any Internet Service, you are solely responsible for all security measures over your in-home network, including any IW, local area network(s) and/or Wi-Fi Equipment. That includes, but is not limited to, access to authorization codes or passwords, as well as any encryption you deem necessary or required. AT&T may provide you with tools or software to assist you in managing one or more aspects of your home network (which software would then be included in the term "Software" as used herein below), but you remain solely responsible for all aspects of your home network, including any activity by children or other guests that you may allow (either intentionally or unintentionally, through lack of adequate security measures) to access your Internet Services via your home network and/or Home Wi-Fi. For that reason, AT&T recommends that you take all necessary measures to ensure adequate network security and to closely monitor use of your Internet Services and your home network by anyone accessing your home network, especially children.
- e. Nationwide Wi-Fi Hot Spots (For Internet). Access to AT&T's nationwide network of Wi-Fi Hot Spots may be available to you as part of the Service, and the AT&T Wi-Fi Hot Spots will provide you with access to the Internet via certain AT&T Internet access points (Locations). Primarily, this access is provided via a Wi-Fi network using an IEEE 802.11 standard. To access the Wi-Fi Hot Spots, you must have a device that is compatible with the specific Wi-Fi equipment deployed at a

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Location. Access to the Hot Spots is intended for the limited purposes of assisting with access to the public Internet for email and Web browsing or other purposes consistent with the AT&T Wi-Fi Terms of Service, which may be found at att.com/legal/terms.wiFiServices.html. In order to gain access to the Internet at a Location, You may need your Member account information including your Member ID. If you are also an AT&T Mobility customer, you may auto- authenticate at certain Locations without the use of your Member ID. The AT&T Wi-Fi Terms of Service will govern your use of AT&T Wi-Fi Hot Spots.

3. Registration and Membership

- a. Member Account. When you complete the registration process for the Service, you become the "Member Account" holder. To be a Member Account holder you must either be: (i) 18 years or older, if an individual, or, (ii) be a corporation, partnership, or other legal entity duly formed (and incorporated if applicable) in good standing where required to do business with all legal authority and power to accept this Agreement and acting through your duly authorized representative. You will be asked to choose a unique "Member ID" for your account.
- b. Sub Accounts. Unless otherwise specified, Member Account holders may also create up to ten accounts with separate login credentials that are linked to the Member Account (each a "Sub Account"). Each Sub Account will also be required to accept this Agreement and complete the Sub Account registration.
- c. Member Account Responsibility. The Member Account holder is responsible for all activity associated with the Member Account and any of its Sub Accounts, including all fees and charges, whether the charges are incurred by the Member Account or the Sub Accounts. Use of Member ID subjects you to the AT&T Access ID Terms and Conditions (available at att.com/accessidterms), which are incorporated herein by reference.
- d. Registration Data. All information that you provide to AT&T must be accurate, including your name, address, credit or charge card numbers and expiration dates, and any payment information ("Registration Data"). You are responsible for keeping all Registration Data accurate and must provide changes promptly to the AT&T Member Center by logging on to this site: http://start.att.net/membercenter
- e. Authority and Authorized User(s). You may authorize spouses, partners, family or other household members or designated persons to act on your behalf in managing your Member Account, including changing or adding equipment and programming: (i) by providing such person access to your confidential account password or passcode; (ii) by updating your account information to add authorized user(s); (iii) by granting authorizations and/or ordering permissions to Sub Account holder(s); and/or (iv) by granting anyone primary or secondary online access to manage your account (each such person, an "Authorized User"). Further, if you are not present and/or do not affirmatively identify yourself as the Member Account holder at the time of any Service installation, you hereby authorize any Adult who is present to act on your behalf, including accepting this Agreement and any related agreements required in connection with the completion of the installation and/or the activation of the Service and approving any changes to your Services. You may also authorize these persons, along with guests known to you, to access your Internet Services, subject to your obligations at all times to maintain adequate security controls regarding access to your accounts, your network and the Internet Services and to ensure that all such individuals comply with the provisions of this Agreement.
- f. Password Protections. Your account password or passcode (as applicable) must be provided to engage in most online or telephonically enabled account management functions. You agree to immediately notify AT&T if your password or passcode has been compromised and/or you wish to remove an authorized user from your account; in the absence of such notification, you are responsible for activities on your Member Account, including by persons listed as authorized users.

4. Pricing

a. Term Plans, Bundle Discounts. When you purchased the Service, you agreed to a specific price and plan, which may have included a term for the Service of one or more years ("Term Plan"). Similarly, some plans may offer a discount on the Service if you sign up for other AT&T services ("Bundle Discount"). You agree to maintain your Service and any bundled services for the applicable term of the Term Plan or Bundle Discount, as applicable. If you signed up for a Term Plan or a Bundle Discount, the price under the applicable plans is valid until one of the following events occurs, at which time the price of your Service may revert to the then-existing price for such Service: (1) the term of your plan expires; (2) you change your current Service address to another Service address; (3) you drop one of the AT&T services that you were required to purchase to receive the special rate; or (4) AT&T exercises a right under this Agreement to terminate your Member Account's (or any associated Sub Account's or Authorized User's) use of the Service.

5. Termination or Cancellation of Service

- a. Your Decision to Terminate or Continue Service. You may cancel your Service, but if you do so before the end of any applicable term, you will be subject to any early termination fee which may be associated with that plan as specified in your Customer Service Summary, your Order Confirmation Letter or the applicable Fee Schedule(s) (referred to as an "Early Termination Fee" or "ETF"). At the conclusion of your term, or at all times if you did not agree to a Term Plan, your continued Service will be provided on a month-to-month basis. Regardless of whether you are subject to any applicable term or have Service on a month-to-month basis, if you cancel Service prior to the end of your billing cycle, your Service cancellation will be effective as of the final day of your billing cycle for billing purposes. You will not receive a refund or prorated credit of any portion of Service if you cancel prior to the end of your billing cycle. If you elect to continue Service on a month-to-month basis, you should review the then current Agreement regularly at att.com/internet-terms. The then current Agreement will govern your Service. Your election to continue Service represents your agreement to the then current Agreement.
- b. Service Suspension/Termination by AT&T. AT&T may immediately terminate or suspend your Member Account and Sub Accounts, and all or a portion of your Service without notice for any of the reasons set forth in AT&T's Acceptable Use Policy, or if: (a) you provide false or inaccurate information to AT&T, (b) you (or anyone you permit to utilize the Service, including a Sub Account associated with your Member ID) violate this Agreement or the AT&T Acceptable Use Policy; (c) you (or anyone you permit to utilize the Service, including a Sub Account associated with your Member ID) engage in conduct that is a violation of any law, regulation or tariff (including, without limitation, copyright and intellectual property laws); or, (d) if you engage in conduct that is threatening, abusive or harassing to AT&T, employees or any of their vendor's employees or representatives, including, for example, making threats to physically harm or damage employee or company property, frequent use of profane or vulgar language, or repeatedly contacting our customer service representatives for reasons that do not pertain to our provisioning, maintenance, repair, or general servicing of your Service after you have been asked to stop such conduct. You may also be subject to suspension or termination pursuant to Section 6 below. If we terminate your Service and you have a term commitment that is subject to an ETF, we may charge you that ETF in addition to any other rights that we reserve in other provisions of this Agreement.

If we terminate or suspend your Service, your license to use any software provided in connection with the Service is also terminated or suspended (as applicable). If your Service is terminated, AT&T has the right to immediately delete all data, files, and other information stored in or for your account without further notice to you. You must pay all charges for the Service through the end of the billing cycle when the Service is terminated.

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- c. Suspension and Termination for Non-payment. AT&T may suspend or terminate Service if your payment is past due. While your Service is suspended, billing will continue for your monthly charges.
- d. Suspension and/or Termination upon Loss of Access. Upon any interruption or loss of either your or AT&T's rights to access any part of the network facilities required to provide your Internet Service, including the interruption or loss of any rights to access the land or buildings in which the facilities are located, AT&T may, in its sole discretion, suspend or terminate all or any portion of your Internet Service. In general and where applicable, AT&T will utilize available public rights of way to access network facilities utilized for providing Services. However, if you are the owner of the location to which your Services are provisioned, it is ultimately your responsibility to secure any necessary rights of access outside of the public rights of way. If you lease or rent the location at which you wish to receive Services, or if the location is located in a MTU type of arrangement, receipt of Services is expressly conditioned on the owner, landlord and/or building manager providing all customary, reasonable and necessary rights and permissions to allow AT&T access to the network facilities necessary to provide your Internet Service. AT&T makes no representation and can't guarantee that the owner, landlord and/or building manager has or will provide the applicable rights and permissions necessary for you to receive Internet Service or any particular grade of Internet Service, and explicitly disclaims any such representation or guarantee. In the event of any interruption or loss of access, AT&T will endeavor to provide you with reasonable advanced notice of any suspension or termination, as well as the timing of any resumption of Internet Services, are entirely at AT&T's reasonable discretion. In general, and unless otherwise specified, billing will continue for your monthly charges while your Service is suspended.
- e. Restoral Fee and Payment of Past Due Amounts. If either you or AT&T suspends a Service for any reason set forth herein (other than due to AT&T's loss of access), you must make satisfactory arrangements to pay all past due amounts in order to have that Service restored. You will also be required to pay a Service Restoral Fee of no more than \$50 per incident of suspension or termination of a particular Service (subject to applicable law and except as may otherwise have been expressly agreed in writing). Please see the applicable Fee Schedules at www.att.com/ConsumerInternetFees and/or www.att.com/BusinessInternetFees to determine the Restoral Fee amount applicable to your particular Service(s). The Restoral Fee will be assessed on the next monthly bill you receive following the resumption of Service

6. Payment

You agree to pay in full each month: (1) the monthly fee specified when you ordered your Service; (2) any charge(s) for equipment required for your Service; (3) activation fees, connection charges, and/or installation charges, if any; (4) late fees, Service Restoral Fees, and other applicable Service charges; and, (4) any applicable taxes, recovery fees, and surcharges that AT&T pays to municipalities and other governmental entities and may pass on to you. For a list of additional fees that could apply to the Service, please see the applicable Fee Schedules, which are expressly incorporated herein by reference.

- a. Credit Check / Advance Payments & Deposits. By applying to purchase Internet Services, and by continuing to access the Internet Services, you are granting us permission to obtain your credit information from consumer credit reporting agencies at any time. If we determine that you may be a credit risk due to: (1) unsatisfactory credit rating; (2) insufficient credit history; (3) fraudulent or abusive use of any AT&T services within the last five years; or, (4) late payments for current or prior bills, we may refuse to provide the Services or we may require an advance payment, a non-refundable payment, and/or a deposit. Interest will not be paid on advance payments or deposits unless required by law. We may require special payment terms such as additional advance payments or deposits if we determine that the initial payment was inadequate. We may establish limits and restrict your Service or features as we deem appropriate. If your account balance goes beyond the limit we set for you, we may immediately interrupt or suspend your Service until your balance is brought below the limit. Any charges you incur in excess of your limit become immediately due. Upon determination solely by AT&T of satisfactory payment history or as required by law, AT&T may begin refunding of deposits through bill credits, cash payments, or as otherwise determined solely by AT&T. If you are delinquent in any payment to us, you also authorize us to report any late payment or nonpayment to credit reporting agencies.
- b. *Billing.* If the Service is eligible for self-installation and you choose to self-install the Service, billing will begin when Service is provisioned by AT&T, whether or not you have installed and begun to use the Service. If you choose to have a technician install the Service, billing will begin when the installation is complete, unless you initially select to self-install, and subsequently ask for a technician installation (in which case, billing will begin when Service is provisioned by AT&T).
- c. Method of Payment. Your monthly charges may be billed via a monthly AT&T bill or to a credit card. AT&T Internet customers will automatically receive an online bill (see below), unless you specifically notify us that you want to receive a paper bill by calling either of the following numbers (as applicable to you): Consumer: 800.288.2020; Business: 800.321.2000; Fixed Wireless: 800.288.2020.
- d. Credit Card Billing. You may be asked to provide us with a credit card number from a card issuer that we accept in order to activate your Service. You hereby authorize AT&T to charge and/or place a hold on your credit card with respect to any unpaid charges for your Services or any related equipment. You authorize the issuer of the credit card to pay any amounts described herein without requiring a signed receipt, and you agree that this Agreement shall be accepted as authorization to the issuer of the credit card to pay any amounts described herein without requiring a signed receipt, and you agree that this Agreement shall be accepted as authorization to the issuer of the credit card to pay all such amounts. You authorize AT&T and/or any other company who bills products or services, or acts as billing agent for AT&T, to continue to attempt to charge and/or place holds with respect to all sums described herein, or any portion thereof, to your credit card until such amounts are paid in full. You agree to provide AT&T with updated credit card information upon the request of AT&T and any time the information you previously provided is no longer valid. You acknowledge and agree that neither AT&T nor any AT&T affiliated company will have any liability whatsoever for any non-sufficient funds or other charges incurred by you as a result of such attempts to charge, and/or place holds on, your credit card. If you mistakenly provide a debit card number, instead of a credit card number, you authorize all charges described herein to be applied to such debit card unless and until you provide a credit card number. In the event you are enrolled, or later enroll, in an automatic payment or electronic funds transfer plan, you agree that all sums described herein may be charged, at the option of AT&T, to the account number provided for such automatic payment or electronic funds transfer plan. When payment is made by credit card or debit card, payment will also be subject to the terms and conditions established by the credit o
- e. Online Billing for AT&T Internet Members. You must register online to establish a personal myAT&T account and provide a billing email address. You will then be able to view and pay your bill online by logging on to your personal myAT&T account (username and password required).

You understand that you have sole responsibility for the security of your password and you are solely responsible for notifying AT&T if your password is lost or stolen. AT&T is not liable for any claims, costs, damages, or expenses arising from a lost, misplaced, or stolen password. If you have forgotten your password or want to change your password for any reason, you may request to reset your password online. It is your responsibility to notify AT&T immediately if your contact information changes.

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- f. Late Payment Charge and Dishonored Check or Other Instrument Fee. You agree that for each bill not paid in full by the payment due date, a Late Payment Charge will be assessed of no more than \$10 per bill (subject to applicable law and except as may otherwise have been expressly agreed in writing). Please see the applicable Fee Schedule(s) to determine the Late Payment Charge amount applicable to your particular Service(s). Acceptance of late or partial payments (even if marked "Paid in Full") shall not waive any AT&T rights to collect the full amount due. You will also be charged a fee (the "NSF/Returned Check Fee") for each and any check or other instrument (including credit card charge backs) returned unpaid for any reason of no more than \$30 per check or transaction (subject to applicable law and except as may otherwise have been expressly agreed in writing). Please see the applicable Fee Schedule(s) to determine the NSF/Returned Check Fee amount applicable to your particular Service(s). For a list of additional fees that could apply to the Service(s), please see the applicable Fee Schedule(s) at www.att.com/ConsumerInternetFees and/or www.att.com/BusinessInternetFees.
- g. *Bill Inquiries*. If you believe you have been billed in error for your Services or any related equipment, please notify us within 60 days of the billing date by contacting Customer Service (Consumer 800.288.2020; Business 800.321.2000; Fixed Wireless 800.288.2020). AT&T will not issue refunds or credits after the expiration of this 60-day period, except where required by law or regulation.
- h. Refunds and Credits. Except as otherwise required by applicable law, any amounts refunded in the form of bill credits, cash payments, or any other form shall be inclusive of all applicable taxes that were originally paid on such amounts. Credit amounts, such as customer loyalty rewards, that do not represent a refund of, or a discount to, the price paid for any good or service will not result in the refund of any previously paid tax, fee, or surcharge.

7. Equipment & Software

a. Customer Equipment. Other than the equipment and/or software provided to you by AT&T for use with the Service (collectively, the "AT&T Equipment"), you must provide all equipment, devices, and software necessary to receive the Service. Any equipment or software that was not provided to you by AT&T, including batteries, is not the responsibility of AT&T and AT&T will not provide support for, or be responsible for ongoing maintenance of such equipment.

Regardless of whether the equipment used to access your Service (modem, gateway, or otherwise) is owned by you or AT&T, AT&T reserves the right to manage such equipment for the duration of your Service and retains exclusive rights to data generated by the equipment. Neither you nor a third party may change, interfere with, or block access to equipment, the data or settings while you continue to receive the Service.

b. AT&T Equipment. Any AT&T Equipment, including modems, routers, antennas or gateways, will be either a new or a fully inspected and tested refurbished unit.

AT&T will repair or replace damaged AT&T Equipment as AT&T deems necessary and may charge you a fee for repair or replacement of the equipment. You understand that repair or replacement of equipment may delete stored content, reset personal settings, or otherwise alter the functionality of such equipment. You will be responsible for payment of service charges for visits by AT&T or its subcontractors to your premises when a service request results from causes not attributable to AT&T or its subcontractors, including, but not limited to, when you are unwilling to complete troubleshooting steps requested by AT&T. If you own the equipment or if the equipment is damaged due to your intentional acts or negligence as determined by AT&T, you will be responsible for the price of repair or replacement.

If the Equipment was damaged due to your intentional acts, negligence, or use inconsistent with this Agreement, as determined by AT&T, you will be responsible for the price of repair or replacement. Any tampering with the AT&T Equipment, including, for example, opening and attempting to modify the Equipment, or attempting to connect the equipment to other hardware, will be treated as damage due to your intentional acts or negligence. You agree that you will use the equipment only for its intended use, and not for any other purpose (such as on another AT&T network, or on another provider's (non-AT&T) network). You agree to use appropriate and reasonable care in using any and all Equipment. Tampering with the Equipment, or attempting to connect the Equipment to other hardware, will be treated as damage due to your intentional acts or negligence.

c. Access & Installation of Equipment. You will provide AT&T and its subcontractors with reasonable access to your premises in order to install, maintain, and repair the Service and you authorize any other Adult resident or guest at your residence (each, an Authorized User for purposes of this Agreement) to grant access to your premises for these purposes. You understand and agree that AT&T may drill, cut, and otherwise alter improvements on the premises (including walls, flooring, and/or other surfaces) in order to install, maintain, or repair the Service. If you do not own your premises or your unit is part of a MTU, you warrant that you have obtained permission from any necessary party, including but not limited to the owner, landlord, or building manager, to allow AT&T and its subcontractors reasonable access to install, maintain, and repair the Service and to make any alterations AT&T deems appropriate for the work to be performed.

You acknowledge that AT&T may use existing wiring, including altering the wiring and removing accessories, located within your unit ("Inside Wiring" or "IW"). You warrant that you own or control the Inside Wiring, and give AT&T permission to use, alter, and remove equipment from, such wiring. Without limiting any other provisions of this TOS, you agree to indemnify AT&T from and against all claims by an owner, landlord, building manager, or other party in connection with installation, maintenance, repair, or provision of the Services.

d. Power and Battery Backup. The AT&T Equipment may require electrical power from your premises to operate, which you are responsible for providing. If there is a gateway at your premises, AT&T will not provide an initial gateway battery backup unit or an initial backup battery. Any backup battery solution is your responsibility. You may choose to purchase battery backup for your AT&T Equipment from third party manufacturers or retailers. For more information and minimum specifications visit att.com/batterybackup.

You also agree to be solely responsible for determining when backup batteries for any AT&T Equipment require replacement and for replacing and recycling used batteries. You agree to read and follow all manufacturer or vendor directions for the replacement and recycling of backup batteries. For more information and minimum specifications visit att.com/batterybackup.

Note that AT&T Equipment without battery backup will not function in the event of a loss of customer-supplied power. This will disrupt your Internet Service as well as any additional services that use the AT&T Connection for transport (e.g. Voice over IP including e911) or require an internet connection to operate properly. AT&T will have no liability for loss of any service(s), whether provisioned by AT&T or a third party, in the event of interruption of customer-supplied power, with or without battery backup present in the AT&T equipment.

e. Theft or Misuse. You agree to notify AT&T immediately, in writing or by calling the AT&T customer support line, if the AT&T Equipment is stolen or if you become aware at any time that Services are being stolen or fraudulently used. When you call or write, you must provide a detailed description of the circumstances of the theft, including documentation of theft or fraudulent use of the AT&T Equipment or Services (such as a copy of a police report). You will be responsible for all charges incurred until you report the theft or fraudulent use. You will also be responsible for stolen AT&T Equipment not owned by you; however, AT&T may in its sole discretion waive or reduce charges upon submission of documentation of theft or other circumstances. Failure to provide notice to AT&T of theft in a timely manner may result in

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the termination of your Services and additional charges to you. Unless notified otherwise by AT&T, after you report the theft or fraudulent use of the Services, you will remain responsible for paying your monthly fees for Services not stolen or fraudulently used.

f. Return of AT&T Equipment: Except as otherwise provided, AT&T Equipment must be returned to AT&T undamaged, within twenty-one (21) calendar days after your Service is terminated for any reason. If equipment is not returned within twenty-one (21) calendar days, or is returned damaged, you will be charged a Non-Return Equipment Fee. We may retain any advance payment or deposit, or portion thereof that previously had not been refunded, if you fail to return the AT&T Equipment within this time period. If all AT&T Equipment is returned within six (6) months of termination, any fees charged for such AT&T Equipment will be refunded (other than fees for damages). No refunds will be made for AT&T Equipment returned more than six (6) months after termination. This Paragraph also applies if your existing equipment is replaced or upgraded for any reason.

8. Account Security

You will receive a password associated with your Member ID upon completing the Service registration process. You agree to keep confidential all passwords, IP addresses, and computer names and are solely responsible for any liability or damages resulting from your failure to maintain that confidentiality. You are also solely and fully responsible and liable for all activities that occur under your password, Member ID, or IP address. You agree to do all of the following:

(a) immediatelynotify AT&T if you suspect any breach of security such as loss, theft, Public Use, or unauthorized disclosure or use of your Member Account or Sub Account, password, Member ID, or any credit or charge card number provided to AT&T by calling:

800.288.2020 for AT&T Internet and AT&T Fiber consumer subscribers and Fixed Wireless subscribers

800.321.2000 for AT&T Internet for Business, AT&T High Speed Internet Business Edition, AT&T High Speed Internet Business Edition Direct and/or Fixed Wireless Internet business subscribers

855.220.5211 for Access from AT&T in English (855.220.5225 for Access from AT&T in Spanish)

877.722.3755 for AT&T High Speed Internet subscribers, and AT&T High Speed Internet Direct (Business and Consumer)

888.321.2375 for FastAccess Business DSL, FastAccess Business DSL Direct, FastAccess DSL, and BellSouth Dial Internet subscribers (Business and Consumer)

866.722.3425 for AT&T Dial subscribers

- (b) Ensure that you exit from your account at the end of each session; and,
- (c) Periodically change your password. There is a risk that other users may attempt to access your computer through the Internet or connected networks. You acknowledge this risk as inherent to the shared nature of the Service and you agree to take full responsibility for taking adequate security precautions and safeguarding your data from loss.

9. Third Party Services

The Service may permit access to products, services, websites, advertisements, and content ("Third Party Content and Services") from advertisers, publishers, vendors and other third parties ("Third Parties"). Your use of Third Party Content and Services may be subject to additional terms of use set by the Third Parties. YOUR USE OF THIRD PARTY CONTENT AND SERVICES IS AT YOUR SOLE RISK AND DISCRETION. AT&T does not investigate, monitor, represent, endorse or publish the Third Party Content and Services. Furthermore, AT&T does not represent or endorse the accuracy or reliability of any opinion, statement or other information provided by any Third Party, or represent or warrant that your use of any Third Party Content or Services will not infringe the rights of third parties. AT&T reserves the right to restrict or deny access to any Third Party Content and Services otherwise accessible through the Service. AT&T shall have no liability to you arising out of or in connection with your access to and use (or misuse) of the Third Party Content and Services.

You may have previously been given the option to combine your Member ID with a user account or ID that was created in connection with certain Third Party Content and Services (a "Third Party ID") to enable single sign on to the Site. In AT&T's sole discretion, AT&T may elect to separate your Member ID from the Third Party ID. In such case, use of the Third Party ID will no longer enable you to authenticate into the Site or any other AT&T digital properties, and you will need to use your Member ID, Access ID or another ID that was created via AT&T, which was not combined with a Third Party ID, to access the Site or any other AT&T digital properties. Continued access and use of any Third Party Content and Services or Third Party ID will be subject to the terms of use provided by the applicable third party.

10. Restrictions on Use

Your use of the Service is subject to the AT&T Acceptable Use Policy ("AUP") which may be viewed at http://www.att.com/aup and is hereby incorporated into the Agreement as though fully set forth herein. In accordance with the AUP, AT&T reserves the right to deny, disconnect, modify, and/or terminate, without notice, the Member Account or the Service provided by AT&T to any customer whose use of the service violates the AUP. Examples of violations of the AUP include, but are not limited to: (i) unlawful activities, (ii) violation of intellectual property rights, (iii) publication or dissemination of threatening material, (iv) inappropriate interaction with minors, (v) Spam/Email/Usenet abuse, (vi) uses which are harmful to or interfere with the use of the AT&T network or its systems, or the network of any other provider, (vii) uses which interfere with the use or enjoyment of the Services received by others, and, (viii) uses that constitutes a security risk or a violation of privacy. In addition, AT&T reserves the right to terminate or suspend the Service for any of the reasons set forth in the AUP, including when AT&T reasonably determines that your use of the Service (including use by others under a Master Account or any Sub Account) may expose AT&T to sanctions, prosecution, civil action or any other liability, See the AUP for a more detailed discussion of the policy.

a. No Resale. The Service is provided for your use only (unless otherwise specifically stated) and you agree not to, whether for a fee or without charge, reproduce, duplicate, copy, sell, transfer, trade, resell, re-provision, redistribute, or rent the Service, your membership in the Service, any portion of the Service, use of the Service, or access to the Service, including, but not limited to, reselling capabilities enabled or used by a specific application (including, without limitation, Voice Over Internet Protocol (VOIP) via wired, wireless, or other means. For example, you agree that the Service is not to be used to trunk or facilitate public internet access ("hotspots") or any other public use of the Service, or for any high-volume purpose. All aspects of the Service, except that portion provided by third party providers, is copyrighted and property of AT&T.

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b. Copyright Infringement & Digital Millennium Copyright Act. You are prohibited from infringing, publishing, submitting, copying, uploading, downloading, posting, transmitting, reproducing, or distributing software, video or audio content, or any other material that is protected by copyright, trademark, patent, trade secret, any other type of intellectual property rights, trademark laws (by rights of privacy or publicity), or other proprietary right of any party unless you own or control the rights thereto or have received all necessary consent to do the same. This prohibition includes the use of any material or information including images or photographs that are made available through the Service(s). AT&T assumes no responsibility, and you assume all risks, regarding the determination of whether material is in the public domain, or may otherwise be used by you for such purposes.

AT&T respects the intellectual property rights of others. In accordance with the Digital Millennium Copyright Act of 1998 (the "DMCA") and other applicable laws, AT&T has adopted and maintains a policy that provides for termination of Service in appropriate circumstances of the account(s) of customers who are repeat copyright infringers. AT&T may limit, suspend or terminate your service at any time with or without notice to you.

If you believe the copyright to your work has been infringed in connection with an AT&T service that involves system caching, information residing on systems or networks at the direction of users, or information location tools as described in 17 U.S.C. §§ 512(b)–(d), please provide the information listed at https://www.att.com/legal/terms.dmca.html to the designated agent listed at https://www.att.com/legal/terms.dmca.html. AT&T has no obligation to investigate possible copyright infringements with respect to materials transmitted on its systems. However, AT&T will process valid notifications of claimed infringement under the DMCA. For further information regarding such notifications, see https://www.att.com/legal/terms.dmca.html.

AT&T also maintains the AT&T Copyright Alert Program that allows copyright holders to notify AT&T of claimed infringement occurring on AT&T's transitory digital network communications services pursuant to 17 U.S.C. § 512(a). Under the program, content owners may submit notifications to AT&T of alleged copyright infringement based on information they have independently collected by joining peer-to-peer networks, in accordance with the industry standard Automated Copyright Notice System. AT&T then will attempt to identify a subscriber account if the content owner has detected an IP address utilized by an AT&T subscriber and forward a copyright alert to the subscriber account, advising the account holder of the allegation and providing information about online copyright infringement. If a subscriber receives additional alerts, we may temporarily redirect the account holder's broadband Internet access service to a webpage where the account holder must review material on the importance of copyright and the lawful use of content available over the Internet. Upon completion of this review, such redirection will be discontinued and the subscriber's service will be restored to normal. After this stage, if a subscriber continues to receive additional alerts, AT&T may take further action consistent with 17 U.S.C. § 512(i), which may ultimately result in termination of the subscriber/accountholder's broadband Internet access service. Account holders' personally identifiable information is protected throughout this process. AT&T will not provide such information to content owners unless required to do so by court order. For more information about AT&T's Copyright Alert Program, please go to: https://copyright.att.net/home.

AT&T's policies may be revised from time to time and, in addition, AT&T may in its sole discretion voluntarily participate, on terms acceptable to AT&T, in copyright alert and graduated response programs with other stakeholders.

c. Use by Children. AT&T is concerned about the safety and privacy of all its users, particularly children. For this reason, children under the age of 13 should not be permitted to access the Service unless added as a Sub Account by a Member Account holder who is their legal guardian. You understand that by adding a child to your Member Account, you are giving your child access to features that are available as part of the Service (including email, message boards, clubs, and instant messages) and the Internet. Please remember that the Service is designed to appeal to a broad audience. It is your responsibility to determine whether the features provided through the Service are appropriate for a minor.

AT&T suggests that you take advantage of the access controls offered with the Service, which allow you, as the Member Account holder, to block access to certain types of Web content you may feel are inappropriate for minors. However, AT&T also recommends that you remain diligent in the supervision of any minors in their use of the Service and the Internet. Access controls provided through the Service are intended as a guide only. Neither AT&T nor its licensors can be responsible for any content accessed by you or minors, whether or not you take advantage of the access controls provided through the Service. In addition, neither AT&T nor its licensors guarantee the accuracy of such access controls, and you agree that you will not hold AT&T liable for any loss or damage of any kind incurred as a result of the use of such access controls.

d. Network Management. AT&T reserves the right to engage in reasonable network management practices, and to protect its broadband network from harm, compromised capacity, degradation in network performance or service levels, or uses of the Service which may adversely impact access to or the use of the Service by other customers. Reasonable network management practices that AT&T may adopt include, but are not limited to, the following: (i) a cap on data usage; (ii) a modification of a customer's serving facility or service technology; and/or, (iii) a modification of or a limitation on a customer's data throughput speed or data

A very small percentage of customers use the Service in a way that creates harm to the network, compromised capacity, degradation in network performance or service levels, or which may adversely impact access to or the use of the Service by other customers. In the event that AT&T adopts a network management practice which will apply to your Service, we will provide you with a notice, by Web posting, bill insert, email, letter, and/or other appropriate means, which describes the network management practice, explains how it will work, and explains how it could impact your Service.

11. Data Management / Content

- a. Data Management. You are responsible for management of your information, including but not limited to back-up and restoration of data, erasing data from disk space you control, and changing data on or settings for your modem and/or router. AT&T is not responsible for the loss of your data or for the back-up or restoration of your data regardless of whether this data is maintained on our servers or your computer server.
- b. Content. You, and not AT&T, are entirely responsible for all content that you upload, download, post, email, transmit or otherwise make available by use of the Service ("User Content").

AT&T does not claim ownership of User Content. However, with respect to User Content you submit or otherwise make available via your Internet Service, you grant AT&T a nonexclusive, unrestricted, irrevocable, worldwide, sublicensable, transferable, perpetual, unlimited, assignable, fully paid up and royalty-free right to copy, display, edit, publish, prepare derivative works of, distribute, process, analyze, use and commercialize, in any media known or hereinafter developed, to such User Content.

AT&T may preserve User Content and may also disclose User Content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce this Agreement; (c) respond to claims that any Content violates the rights of third parties; or, (d) protect the rights, property, or personal safety of AT&T, other end users, and the public.

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12. Privacy Policies

Your use of the Service and registration data and certain other information about you are subject to the respective privacy policies of AT&T. This policy is available at: att.com/privacy. To manage your privacy choices, you may do so by visiting att.com/cmpchoice from your desktop or from your mobile Web browser.

13. DISPUTE RESOLUTION WITH AT&T BY BINDING ARBITRATION

PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS.

Consumer Customers: See Arbitration sections below. Business Customers: See Schedule 6.

Most customer concerns can be resolved quickly and to the customer's satisfaction by calling our customer service department at 800.288.2020. In the unlikely event that the AT&T customer service department is unable to resolve a complaint you may have to your satisfaction (or if AT&T has not been able to resolve a dispute it has with you after attempting to do so informally), we each agree to resolve those disputes through binding arbitration or small claims court instead of in courts of general jurisdiction. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. Any arbitration under this Agreement will take place on an individual basis; class arbitrations and class actions are not permitted. For any non-frivolous claim that does not exceed \$75,000, AT&T will pay all costs of the arbitration. Moreover, in arbitration you are entitled to recover attorneys' fees from AT&T to at least the same extent as you would be in court.

In addition, under certain circumstances (as explained below), AT&T will pay you more than the amount of the arbitrator's award and will pay your attorney (if any) twice his or her reasonable attorneys' fees if the arbitrator awards you an amount that is greater than what AT&T has offered you to settle the dispute.

Arbitration Agreement

- a. AT&T and you agree to arbitrate all disputes and claims between you and AT&T. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to:
 - Claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory
 - Claims that arose before this or any prior Agreement (including, but not limited to, claims relating to advertising)
 - Claims that are currently the subject of purported class action litigation in which you are not a member of a certified class
 - Claims that may arise after the termination of this Agreement

References to "AT&T," "you," and "us" include our respective subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of the Service under this or prior Agreements between us. Notwithstanding the foregoing, either party may bring an individual action in small claims court. This arbitration agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies. Such agencies can, if the law allows, seek relief against us on your behalf. YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND AT&T ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION. This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision shall survive termination of this Agreement.

- b. A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to AT&T should be addressed to: Office for Dispute Resolution, AT&T, 1025 Lenox Park Blvd., Atlanta, GA 30319 ("Notice Address"). The Notice must (1) describe the nature and basis of the claim or dispute, and (2) set forth the specific relief sought ("Demand"). If AT&T and you do not reach an agreement to resolve the claim within thirty (30) days after the Notice is received, you or AT&T may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by AT&T or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or AT&T is entitled.
 - You may download or copy a form Notice and a form to initiate arbitration from here: att.com/arbitration-forms.
- c. After AT&T receives notice at the Notice Address that you have commenced arbitration, it will promptly reimburse you for your payment of the filing fee, unless your claim is for greater than \$75,000. (The filing fee currently is \$200, but is subject to change by the arbitration provider. If you are unable to pay this fee, AT&T will pay it directly upon receiving a written request at the Notice Address). The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules are available online at www.adr.org, by calling the AAA at 800.778.7879, or by writing to the Notice Address. (You may obtain information that is designed for non-lawyers about the arbitration process at att.com/arbitration-information.) The arbitrator is bound by the terms of this Agreement. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration provision are for the court to decide. Unless AT&T and you agree otherwise, any arbitration hearings will take place in the county (or parish) of your billing address. If your claim is for \$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.

Except as otherwise provided for herein, AT&T will pay all AAA filing, administration, and arbitrator fees for any arbitration initiated in accordance with the notice requirements above. If, however, the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all such fees will be governed by the AAA Rules. In such case, you agree to reimburse AT&T for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. In addition, if you initiate an arbitration in which you seek more than \$75,000 in damages, the payment of these fees will be governed by the AAA rules.

- d. If, after finding in your favor in any respect on the merits of your claim, the arbitrator issues you an award that is greater than the value of the last written settlement offer made by AT&T before an arbitrator was selected, then AT&T will:
 - Pay you the greater of the award or \$10,000 ("the alternative payment"), whichever is greater; and
 - Pay your attorney, if any, twice the amount of attorneys' fees, and reimburse any expenses (including expert witness fees and costs), that your attorney reasonably accrues for investigating, preparing, and pursuing your claim in arbitration ("the attorney premium").

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If AT&T did not make a written offer to settle the dispute before an arbitrator was selected, you and your attorney will be entitled to receive the alternative payment and the attorney premium, respectively, if the arbitrator awards you any relief on the merits. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees, expenses, and the alternative payment and the attorney premium at any time during the proceeding and upon request from either party made within fourteen (14) days of the arbitrator's ruling on the merits.

- e. The right to attorneys' fees and expenses discussed in paragraph (d) supplements any right to attorneys' fees and expenses you may have under applicable law. Thus, if you would be entitled to a larger amount under the applicable law, this provision does not preclude the arbitrator from awarding you that amount. However, you may not recover duplicative awards of attorneys' fees or costs. Although under some laws AT&T may have a right to an award of attorneys' fees and expenses if it prevails in an arbitration, AT&T agrees that it will not seek such an award.
- f. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. YOU AND AT&T AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and AT&T agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific proviso is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.
- g. Notwithstanding any provision in this Agreement to the contrary, we agree that if AT&T makes any future change to this arbitration provision (other than a change to the Notice Address) during the period of time that you are receiving Services, you may reject any such change by sending us written notice within 30 days of the change to the Arbitration Notice Address provided above. By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this provision.

14. Software - End User License Agreement

If you have connected to the Service by downloading or installing software made available by AT&T, either directly or through one or more vendors (the "Software"), your use of that Software is subject to the End User License Agreement that accompanied that Software. Otherwise, AT&T, or its applicable third-party licensors, grants you a personal, non-exclusive right and license to use the object code of any software provided to you in conjunction with the Service on a single computer; provided that you do not (and do not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble, or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in, or otherwise transfer any right in the Software. You agree not to modify the Software in any manner or form, nor to use modified versions of the Software, including (without limitation) for the purpose of obtaining unauthorized access to the Service. You agree not to access the Service by any means other than through the interface that is provided by AT&T for use in accessing the Service. The Software is provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in subparagraphs (a) through (d) of the Commercial Computer Restricted Rights clause at FAR 52.227-19 when applicable, or in subparagraph (c)(1)(ii) of The Rights in Technical Data and Computer Software clause of DFARS and in similar clauses in the NASA FAR Supplement.

AT&T, or applicable third-party licensors may provide Software upgrades, updates, or supplements (such as, but not limited to, adding or removing features or updating security components). You understand, whether the equipment is owned by you or AT&T, that AT&T, or the applicable third-party licensor, has the unrestricted right, but not the obligation, to upgrade, update, or supplement the Software on your equipment at any time.

Export Limits. None of the software or underlying information or technology may be downloaded or otherwise exported or re-exported (a) into (or to a national or resident of) any country to which the United States has embargoed goods, or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. The Software and any underlying technology may not be exported outside the United States or to any foreign entity or "foreign person" as defined by U.S. government regulations, including without limitation, anyone who is not a citizen, national, or lawful permanent resident of the United States

15. Operational Limits/Force Majeure

Provisioning of the Service is subject to the availability and the operational limitations of the requisite equipment and associated facilities. You understand and agree that temporary interruptions of the Service may occur as normal events in the provision of the Service and that AT&T is not liable for such interruptions. You further understand and agree that AT&T has no control over third-party networks you may access in the course of your use of the Service, and therefore, delays and disruptions of other network transmissions are beyond the control of AT&T. In addition, AT&T is not liable for any failure of performance due to any cause beyond their reasonable control including acts of God, fire, explosion, vandalism, terrorism, cable cut, major weather disturbance, national emergencies, riots, wars, labor difficulties, supplier failures, shortages, breaches, any law, order, regulation, direction, action, or request by any government, civil, or military authority, or suspension of existing service in compliance with state and/or federal law, rules, and regulations, or delays caused by you or your equipment.

16. Customer Service Support

AT&T provides free basic customer care for Service purchased from AT&T and covered under this Agreement. Although AT&T reserves certain rights related to equipment necessary to receive the Service and will repair or replace damaged equipment as AT&T deems necessary (in each case, as described in, and subject to the terms and conditions (including fees and other charges) set forth in, Section 7 above), AT&T does not provide support for devices that access the Service under this Agreement.

17. DISCLAIMER OF WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

1. YOUR USE OF THE SERVICE, AND/OR SOFTWARE IS AT YOUR SOLE RISK. THEY ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OR GUARANTIES OF ANY KIND. AT&T AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS, AND LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF TITLE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AND ANY WARRANTIES IMPLIED BY A COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE. YOU BEAR THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE EQUIPMENT AND ARE RESPONSIBLE FOR THE ENTIRE COST OF ANY NECESSARY REPAIR.

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- 2. AT&T AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS, AND LICENSORS MAKE NO WARRANTY THAT (i) THE SERVICE, AND/OR SOFTWARE WILL BE UNINTERRUPTED, TIMELY, SECURE, CURRENT, COMPLETE OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE, AND/OR SOFTWARE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE, AND/OR SOFTWARE WILL MEET YOUR EXPECTATION, (v) ANY ERRORS IN THE SERVICE, AND/OR SOFTWARE WILL BE CORRECTED AND (vi) THE SERVICE AND/OR SOFTWARE IS FREE OF VIRUSES OR OTHER DISABLING DEVISES OF HARMFUL COMPONENTS.
- 3. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE, AND/OR SOFTWARE IS DONE AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.
- 4. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM AT&T OR THROUGH OR FROM THE SERVICE, AND/OR SOFTWARE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

18. LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT NEITHER AT&T NOR ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS, OR LICENSORS WILL BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSES (EVEN IF AT&T HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (a) THE USE OR THE INABILITY TO USE THE SERVICE, THE EQUIPMENT AND/OR SOFTWARE; (b) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES; (c) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (d) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE, AND/OR SOFTWARE; (e) FAILURE TO INSURE THE COMPATIBILITY OF YOUR SYSTEM (INCLUDING THE EQUIPMENT, DEVICES, AND SOFTWARE THAT YOU PROVIDE TO RECEIVE THE SERVICE) WITH THE SERVICE, AND/OR SOFTWARE; (f) ANY OTHER MATTER RELATING TO THE SERVICE, AND/OR SOFTWARE; AND/OR (g) BATTERY BACKUP.

Exclusions and Limitations. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS OF SECTIONS 17 AND 18 MAY NOT APPLY TO YOU.

19. Indemnity

You agree to indemnify and hold AT&T, and its subsidiaries, affiliates, officers, agents, co-branders, licensors, or other partners and employees harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Content you submit, post, transmit, or otherwise make available through the Service, your use of the Service, your connection to the Service, your violation of this Agreement, your violation of the AUP, or your violation of any rights of another.

You acknowledge that you are responsible for all use of the Service using your account, including use by Sub Accounts, and that this Agreement, the Acceptable Use Policy, and Privacy Policies, as amended from time to time, apply to any and all usage of your account, including use by Sub Accounts. You agree to abide by these terms and you agree to defend, hold harmless, and indemnify AT&T from and against any and all claims stemming from usage of this account and any Sub Account - whether or not such usage is expressly authorized by you.

20. General

- a. Contact Information. Unless otherwise specified in this Agreement, notices by Members to AT&T must be given by calling: for AT&T Dial subscribers (866.722.3425), for AT&T High Speed Internet subscribers (Business and Consumer) (877.722.3755), for AT&T Internet and AT&T Fiber subscribers (Consumer Only) (800.288.2020), for FastAccess DSL and BellSouth Dial Internet subscribers (Business and Consumer) (888.321.2375), for Fixed Wireless Internet (Business and Consumer) (800.288.2020), and for AT&T Internet for Business (800.321.2000).
- b. Trademark Information/Proprietary Rights. AT&T and the AT&T logos and all other AT&T brands, logos and product and service names ("AT&T marks") are registered trademarks or trademarks of AT&T Intellectual Property. Any use of AT&T Marks is prohibited without permission of AT&T Intellectual Property.

Nothing contained in this Agreement may be construed to convey to you any interest, title, or license in the Member ID, email address, Universal Resource Locator, IP address, or domain name used by you in connection with the Service.

- c. Additional Terms. This Agreement, any other policies or guidelines referenced herein and the terms set forth in any promotional offer for the Service constitute the entire agreement between AT&T and you. This Agreement governs your use of the Service, superseding any prior agreement between you and AT&T with respect to the subject matter of this Agreement. You also may be subject to additional terms and conditions that may apply when you use or purchase certain other AT&T or affiliate services, third- party content, or third-party software. The failure of AT&T to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of this Agreement remain in full force and effect. You agree that, except as otherwise expressly provided in this Agreement, there shall be no third-party beneficiaries to this agreement. You agree that regardless of any statute of laws to the contrary, any claim or cause of action arising out of or related to use of the Service or this Agreement must be filled within one (1) year after such claim or cause of action arose or be forever barred. We can assign all or part of AT&T rights or duties under this Agreement without notifying you. You may not assign this Agreement or the Services without prior written consent. If any part of this Agreement is found invalid, the rest of the Agreement will remain valid and enforceable. The section titles and paragraph headings in this Agreement are for convenience only and have no legal or contractual effect.
- d. Survival. Obligations and rights in connection with this Agreement, which by their nature would continue beyond the termination, cancelation, or expiration of this Agreement, will survive the termination, cancelation, or expiration of the Agreement, including, but not limited to those in the following sections: Equipment and Software, Payment, Disclaimer of Warranties, Limitation of Liability, Dispute Resolution by Binding Arbitration, and General.

To report violations of this Agreement or the AT&T Acceptable Use Policy, please go to: https://www.att.com/aup or e-mail us at abuse@att.net.

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e. Consent to Contact. You expressly authorize, and specifically consent to allowing, AT&T and/or its affiliates, outside collection agencies, outside counsel, or any other agents acting by or on behalf of AT&T (collectively, the "AT&T Parties") to contact you with informational messages regarding your account, including but not limited to contact in connection with any and all matters relating to unpaid past due charges billed by AT&T to you. You agree that such contact may be made to any mailing address, telephone number, cellular phone number, e-mail address, or any other electronic address including a number for a cellular phone or other wireless device or service (collectively, your "Contact Information") that you have provided, or may in the future provide, to AT&T or any AT&T Party, or which any AT&T Party otherwise identifies as your Contact Information, and to any and all telephone numbers, wireless devices or electronic addresses billed on your AT&T account. You expressly consent and agree that such contact may be made using, among other methods, pre-recorded or artificial voice messages delivered by an automatic telephone dialing system, text messages delivered by an automated system, pre-set e-mail messages delivered by an automatic e-mailing system, other pre-set electronic messages delivered by any other automatic electronic messaging system, regardless of whether you incur charges as a result. You agree to provide true, accurate, current and complete contact information to AT&T and its authorized agents and to promptly update your contact information to keep it true, accurate and complete.

Schedule 1 - List of Services by Brand Name and AT&T Entities

Unless otherwise expressly provided in writing to the contrary, the services covered by the applicable terms include, without limitation, those listed below and are generally provided by the applicable AT&T entities identified below.

IP BROADBAND INTERNET SERVICES include

AT&T Fiber and/or AT&T Business Fiber

AT&T Internet, AT&T Internet Basic and/or AT&T Internet for Business

AT&T High Speed Internet (including Max and/or Max Plus)

AT&T High Speed Internet for Business (including Max and/or Max Plus)

(Note: AT&T High Speed Internet Max and Max Plus were sometimes formerly referred to as U-verse Internet)

DSL INTERNET SERVICES include

AT&T High Speed Internet (including Lite, Ultra, Xtreme, XtremePro, Basic, Express, Pro and/or Elite)

AT&T High Speed Internet Direct (including Lite, Ultra, Xtreme, XtremePro, Basic, Express, Pro and/or Elite)

AT&T High Speed Internet Business Edition and/or AT&T High Speed Internet Business Edition Direct

DSL Direct (including Express, Pro and/or Elite)

FastAccess DSL and/or FastAccess DSL Direct (including Lite, Ultra, Xtreme and/or XtremePro)

FastAccess Business DSL and/or FastAccess Business DSL Direct

DIAL UP INTERNET SERVICES include

AT&T Dial services

BellSouth® Dial Internet Service

Unless otherwise expressly specified in writing to the contrary, Internet Services are provided by your local AT&T telephone company, depending on the state where service is provided, as follows:

BellSouth Telecommunications, LLC in AL, GA, FL, KY, LA, MS, NC, SC, and TN.

Southwestern Bell Telephone Company in AR, KS, MO, OK, and TX

Pacific Bell Telephone Company in CA,

Illinois Bell Telephone Company, LLC in IL,

Indiana Bell Telephone Company, Incorporated in IN,

Michigan Bell Telephone Company in MI,

Nevada Bell Telephone company in NV,

The Ohio Bell Telephone Company in OH

Wisconsin Bell, Inc. in WI,

Outside of the local AT&T telephone company franchise areas in the states listed above, **Internet Services** are generally provided by Teleport Communications America, LLC and/or one or more of its subsidiaries.

Outside of the states identified above, Internet Services are provided as indicated below:

AT&T DIAL is provided in states not listed above by AT&T Corp.

Other Internet Services are provided by TC Systems, Inc. in NY and by Teleport Communications America, LLC in any other state not identified in the list above.

Unless otherwise specified, FIXED WIRELESS INTERNET is provided in all applicable states by AT&T Mobility LLC, acting on behalf of its FCC-licensed affiliates doing business as AT&T.

All companies listed in this Schedule 1 are referred to in this Agreement, where, as and to the extent applicable, as "AT&T or "we," "us," or "our".

Schedule 2 - IP Broadband Internet Service

"IP Broadband Service" refers to any internet service provided through Internet Protocol technology and generally encompasses those services marketed as "AT&T Internet" and "AT&T Fiber."

In addition to those terms contained in the body of this Agreement, the following additional terms apply to customers purchasing and/or receiving IP Broadband Internet Services. I Where applicable, and except as otherwise specified, these terms will modify the terms contained in the body of the Agreement solely with respect to IP

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Broadband Internet Service. In the event of a conflict between these terms and terms contained within the body of this Agreement, the following terms will apply solely with respect to the IP Broadband Internet Services.

Additional Equipment for AT&T Internet and/or AT&T Fiber Customers. AT&T will make available to you certain equipment, which may include one or more of the following:

- (1) a Wi-Fi Gateway ("WG") located inside your premises.
- (2) an Optical Network Terminal ("ONT") where AT&T's fiber network terminates, which may be located inside your premises, on the outside of your premises, in your garage, or in a central location in a MTU environment;
- (3) an Intelligent Network Interface Device ("iNID") (which provide your services if you do not have a gateway),

all of which are herein collectively referred to as "Internet Equipment"), required for your Service. If you have not purchased Internet Equipment from AT&T or if previously purchased Internet Equipment is beyond the one-year (1-year) warranty period (from date of installation) and requires replacement, then you agree to pay any applicable monthly equipment fee for the Internet Equipment required for use with your Service, as part of your purchase of or continued use of the Service and/or other AT&T services. Equipment fees and purchase options depend on the AT&T Services and/or rate plans you order and the installation options you choose.

The WG is installed inside your premises and is required for the Service to function. A WG allows multiple devices to connect and communicate to the Internet wirelessly. Smartphones, tablets and laptops are common devices that access the Internet through a WG. A WG resides indoors and has a power cord that plugs into a common electrical outlet. A battery backup is recommended in case of a power outage. Some WG's have an external battery backup while others have an internal battery backup. AT&T will install the WG. Once the WG has been installed by AT&T, you may not move the WG to a different location or reposition at your address or any other address.

AT&T may also make available additional, optional internet related equipment for sale or lease in connection with your Service, such as various types of home networking equipment (ex: Wi-Fi Extenders). Unless otherwise expressly specified to the contrary, any amounts for the purchase or lease of this additional equipment will be separate from and in addition to amounts payable for your Service. Use of such additional equipment may be subject to additional terms and conditions as specified in connection therewith

Return of Equipment. If your Service is provided by an iNID, you should not return the iNID home networking hub, (Model# j38HG) or the ONT. The iNID or ONT should remain where installed on your premises.

AT&T is the owner of the WG. Upon termination of your Service for any reason, AT&T shall remain the owner of the WG, and you must return the WG, undamaged, within 21 calendar days to AT&T. If the WG is not returned within 21 calendar days, or is returned damaged, you will be charged for the replacement value of the WG. (You should also return any set top boxes or TV receivers you may have received for use with related AT&T Services.)

Return of any additional and/or optional equipment may be subject to different rules or requirements than the Internet Equipment which will be communicated to you at the time of return

Schedule 3 - Fixed Wireless Service

"Fixed Wireless Internet Service" or "Fixed Wireless Internet" refers to a wireless high-speed broadband internet access service that offers you a capability for acquiring or retrieving information from; generating, storing, transforming, processing, or utilizing information on; or making available information to other Internet end points connected directly or indirectly via a fixed wireless connection to the AT&T network.

In addition to those terms contained in the body of this Agreement, the following additional terms apply to customers purchasing and/or receiving Fixed Wireless Internet Service. Where applicable, and except as otherwise specified, these terms will modify the terms contained in the body of the Agreement solely with respect to Fixed Wireless Internet Service. In the event of a conflict between these terms and terms contained within the body of this Agreement, the following terms will apply solely with respect to the Fixed Wireless Internet Service.

Speed. As set forth on the AT&T Speed Tier Page, Fixed Wireless Internet customers should expect to see service capability speeds of at least 10Mbps downstream and at least 1Mbps upstream.

IP Addresses. Static IP addresses are not used or available as part of the Fixed Wireless Internet Service. Services such as Web hosting, or hosted services such as camera, gaming server, etc. that require static IP address are not supported by Fixed Wireless Internet. See "Service Availability and Limitations" below for more information an environ limitations.

Service Requirements. To qualify for Fixed Wireless Internet Service, you must reside in an area where we provide Fixed Wireless Internet service. Fixed Wireless Internet requires an outdoor antenna that is professionally mounted on or near the exterior of your service location. Unless otherwise noted in the terms governing your plan, an eligible Fixed Wireless Internet plan is required.

Customers obtaining broadband services under the Connect America Fund (CAF) program may be randomly subjected to performance testing to comply with FCC CAFII certification requirements. Performance testing will be conducted for a duration of four weeks and should have minimal impact on customer's Internet access experience. This testing will conducted by AT&T and should not require any customer intervention.

Changing Service Location. You may not use the Fixed Wireless Internet Service at any address other than your Service address or move any of the Equipment to another address while you remain an AT&T Fixed Wireless customer. If you are moving to a new residence at which Fixed Wireless Internet Service is available, and you wish to continue using the Service, you may request that AT&T install the Service and the Equipment at, and change your Service address to, your new residence, although we may require a contract extension for any such installation and change. If Fixed Wireless Internet Service is not available at your new residence or if we cannot perform installation at such residence for any reason, and if you also have a Term Plan, you will be charged any applicable Early Termination Fee. If you change your service location but fail to call us at 800.288.2020 to give us prior notice, your Service will not be cancelled, and your Service charges will continue to apply.

Fixed Wireless Equipment. Depending on your Service address, your Fixed Wireless Internet Service will include some or all of the following AT&T Equipment:

- 1) **Outdoor Antenna**. The Outdoor Antenna provides an interface to AT&T's network. The Outdoor Antenna and the APS (described below) require electrical power from your service location to operate, which you are responsible for providing. AT&T will install your Outdoor Antenna. Once the Outdoor Antenna has been installed by AT&T, you may not move the Outdoor Antenna to a different location or reposition at your address or any other address while you continue to receive the Service.
- 2) Antenna Power Supply ("APS"). The APS provides power supply and data connectivity for the Outdoor Antenna; your unit has integrated lightning surge protection and two LED Indicators: Power and Outdoor Antenna connectivity. AT&T will install your APS. Once the APS has been installed by AT&T, you may not move the APS to a different location or reposition at your address or any other address while you continue to receive the Service.
- 3) **Wi-Fi Gateway ("WG")**. The WG is installed inside your premises and is required for the Service to function. A WG allows multiple devices to connect and communicate to the Internet wirelessly. Smartphones, tablets and laptops are common devices that access the Internet through a WG. A WG resides indoors and has a power cord that plugs into a common electrical outlet. A battery backup while

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others have an internal battery backup. AT&T will install the WG. Once the WG has been installed by AT&T, you may not move the WG to a different location or reposition at your address or any other address.

You agree that, while you continue to receive the Service, neither you nor a third party will move the Equipment within your premises or to any other physical location outside of the premises where it was installed by AT&T. AT&T Fixed Wireless Internet Service is not designed to be nomadic and may not function properly if the Equipment is moved or altered by a non-AT&T employee. If you require the Equipment to be moved while you continue to receive the Service, you must contact AT&T. Failure to do so may result in a failure of the Service and/or in AT&T's termination of your Service.

Responsibility for and Return of Equipment. Upon termination of your Service for any reason, AT&T shall remain the owner of the Wi-Fi Gateway, and you must return the Wi-Fi Gateway, undamaged, within 21 calendar days to AT&T. If the Wi-Fi Gateway is not returned within 21 calendar days, or is returned damaged, you will be charged for the replacement value of the Wi-Fi Gateway.

Although the Outdoor Antenna and APS will constitute AT&T Equipment during the term of any Fixed Wireless Internet Service, you will be considered the owner of the Outdoor Antenna and APS for all other purposes and you will not need to return the Outdoor Antenna and APS to AT&T upon termination of your Fixed Wireless Internet Service. Upon termination of your Service for any reason, the Outdoor Antenna and APS will remain where installed at your location and you will be solely responsible for any and all future service, care, maintenance and removal of the Outdoor Antenna and APS. Service, care, maintenance and removal of the Outdoor Antenna and APS should be performed only by an experienced professional; you should not attempt to perform such activities yourself. AT&T shall have no ongoing duty, obligation, or responsibility to perform any service, care, or maintenance on the Outdoor Antenna and/or APS or to uninstall or remove the Outdoor Antenna and/or APS after termination of the Service. AT&T shall have no liability to you or any other person or entity related to or arising out of the Outdoor Antenna and/or APS. You agree to indemnify and hold AT&T and its subsidiaries, affiliates, officers, agents, licensors, employees, sub-contractors, and partners harmless from any claim or demand, made after termination of Service, arising out of or related to the Outdoor Antenna and/or APS, including, but not limited to, claims for personal injury, property damage, wear and tear, or equipment degradation

Service Availability and Limitations. Fixed Wireless Internet Service will not be available in all areas at all times. Many factors can affect the availability and quality of your Fixed Wireless Internet Service, including, but not limited to, Capacity Limitations such as network capacity, terrain, buildings, foliage, and weather. Fixed Wireless Internet Service is delivered via cell sites in AT&T's wireless network. Each cell site can support only a limited number of subscribers. These Capacity Limitations may mean that Fixed Wireless Internet may be identified as available at the time of ordering but may not prove to be available at the time scheduled for installation.

Fixed Wireless Internet Service is not compatible with analog services, including, but not limited to, wireless messaging services, alarm and security systems, fax machines, medical alert and monitoring services, credit card machines, IP/PBX Phone systems, or dial-up Internet. Fixed Wireless Internet Service may not be compatible with DVR/Satellite systems; check with your provider. Public IP addresses are not used or available through Fixed Wireless Internet Service. Services like Web hosting, or hosted services, such as cameras, gaming systems, peer-to-peer file sharing, etc., that require a public IP address are not supported.

Fixed Wireless Internet Service may be interrupted, delayed, or otherwise limited for a variety of reasons, including environmental conditions, unavailability of radio frequency channels, system capacity, network management, priority access by National Security and Emergency Preparedness personnel in the event of a disaster or emergency, coordination with other systems, equipment modifications and repairs, and problems with the facilities of interconnecting carriers.

Fixed Wireless Internet Service is also subject to the following service limitations and/or Capacity Limitations:

- · Proximity of antennas;
- · Cell tower outage or site outage;
- · Maintenance work at a cell tower;
- Use of capacity due to high number of users simultaneously using data intensive applications;
- · Damage to the Outdoor Antenna or cables;
- · Rotation of Outdoor Antenna from the optimum bearing;
- Device location outside the range of Wi-Fi Gateway;
- Blockage of the signal between premise antenna and the cell tower (caused by artificial objects building, barn, etc.);
- Improper installation or tampering with Outdoor Antenna; and
- Power outage.

Prohibited Network Uses. Our wireless network is a shared resource, which we manage for the benefit of all of our customers. To ensure the activities of some users do not impair the ability of our customers to have access to reliable services provided at reasonable costs, certain activities and uses are prohibited (Prohibited Network Uses). These Prohibit Network Uses are in addition to and not in lieu of the requirements set forth in AT&T's Acceptable Use Policy. We may take any and all reasonable actions necessary to restrict any prohibited network uses, including those addressed in AT&T's Acceptable Use Policy and/or any use in a manner that:

- · Hinders other customers' access to the wireless network;
- · Involves the installation or similar mechanism to originate, amplify, enhance, retransmit or generate a radio frequency signal without our permission;
- · Negatively affects our network or compromises network security or capacity;
- Excessively and disproportionately contributes to network congestion;
- · Adversely impacts network service levels or legitimate data flows:
- · Degrades network performance; or
- Causes harm to the network or other customers.

PLEASE NOTE: As of the effective date of these Terms, the contact telephone number for assistance with Fixed Wireless Internet issue has been changed from 855.483.3063 to 800.288.2020. Calls to 855.483.3063 will be forwarded for a short period of time on a transitional basis but all future calls regarding Fixed Wireless Internet should be made to 800.288.2020.

Schedule 4 - DSL Internet Service

"DSL Service" or "DSL Internet Service" refers to any Internet Service provided through traditional Digital Subscriber Line technology, which may include Services sold under the names AT&T High Speed Internet, AT&T High Speed Internet Business, FastAccess DSL and/or FastAccess Business DSL, individually or collectively.

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(Note: Internet Services sold under the name AT&T High Speed Internet included both DSL Services and IP Broadband Services. If you are unsure which applies to your Internet Service, please contact us for more information.)

In addition to those terms contained in the body of this Agreement, the following additional terms apply to customers purchasing and/or receiving DSL Service. Where applicable, and except as otherwise specified, these terms will modify the terms contained in the body of the Agreement solely with respect to DSL Service. In the event of a conflict between these terms and terms contained within the body of this Agreement, the following terms will apply solely with respect to the DSL Service.

<u>Termination of Local Wireline Voice Service</u>. If you change or terminate your AT&T local wireline voice service, we may in our discretion either terminate your DSL Service or continue to provide it at the then-current rates, terms, and conditions. You agree to pay any new or higher monthly fees that may apply to your new DSL Service after termination of the wireline voice service. If AT&T elects to terminate your DSL Service, we reserve the right to charge any applicable early termination fees.

Capacity Limitations. DSL Internet Services are particularly subject to limits upon availability due to Capacity Limitations. If DSL Internet Services are suspended or terminated at your locations for any reason, AT&T cannot guarantee that you will be able to subsequently renew or restore DSL Internet Service at that location.

Conversion from DSL Service to AT&T Internet Service. When AT&T is able to provision AT&T IP Broadband Internet Service at your location, we may, in our discretion, discontinue your DSL Service and make available to you AT&T IP Broadband Internet Service at the then applicable rates, terms, and conditions, which may differ from your previous DSL Service rates, terms, and conditions (including Bundle Discounts). If you are on a Term Plan and your price will increase as a result of this conversion, you will not have to pay any applicable Early Termination Fee if you elect to cancel DSL Service instead of receiving IP Broadband Internet Service.

In the event that you elect to receive AT&T IP Broadband Internet Service, your new Internet Service may require different AT&T Equipment.

When you are selected for conversion, we will provide at least thirty days' notice of the discontinuation or suspension of your Service via email, direct mail, bill page message, or bill insert. Thirty days after such notice, we may at our sole discretion, either disconnect your service or temporarily suspend your service for up to fifteen days.

Billing. Credit card billing may not be available for AT&T High Speed Internet Direct.

Schedule 5 - Dial Up Internet

"Dial Up Internet" refers to any Internet Service provided through dial-up Internet access, such as AT&T Dial and/or BellSouth® Dial Internet Service, individually or collectively.

In addition to those terms contained in the body of this Agreement, the following additional terms apply to customers purchasing and/or receiving Dial Up Internet Service. Where applicable, and except as otherwise specified, these terms will modify the terms contained in the body of the Agreement solely with respect to Dial Up Internet Service. In the event of a conflict between these terms and terms contained within the body of this Agreement, the following terms will apply solely with respect to the Dial Up Internet Service.

Speed. AT&T Dial Up Internet is a narrow band internet service. AT&T makes no commitment with respect to the speed of Dial Up Internet. Speed is entirely dependent upon Customer Equipment utilized to access the AT&T Dial Up Internet Service.

IP Addresses. AT&T Dial Up Internet Service supports IPV4 only: It does not support IPV6.

Dial-Up Access Options and Toll Charges. AT&T will provide telephone numbers to connect to or register for the Service. Depending on location, local access numbers for dial-up Internet access may not be available in your area. Even access numbers in your area code may result in toll, usage, or long distance charges. Please check with your local phone company to determine whether additional charges apply. You are responsible for selecting the best number for you and for all telephone fees and charges associated with the use of the telephone number you select. In no event will AT&T be responsible for any telephone fees or charges incurred as a result of the telephone number you select. Use of the Service (or portions thereof) and of specific telephone numbers is subject to change or interruption at the discretion of the telecommunication company or AT&T.

Termination of Dial Service. Monthly recurring charges for Dial service are not prorated. If you disconnect, cancel, move to another price plan, or are suspended by AT&T prior to the end of your monthly billing cycle, you will be charged for the entire period of you billing cycle of Service. If you upgrade your AT&T Dial service to an AT&T Internet Service your Dial charges will be prorated.

Schedule 6

Business Internet Services

Additional Terms and Conditions Applicable only to Business Internet Services

In addition to those terms contained in the body of this Agreement, the following additional terms apply to customers purchasing and/or receiving Business Internet Services. Where applicable, and except as otherwise specified, these terms will modify the terms contained in the body of the Agreement solely with respect to Business Internet Services. In the event of a conflict between these terms and terms contained within the body of this Agreement, the following terms will apply solely with respect to the Business Internet Services.

"Business Internet Services" include AT&T Business Fiber, AT&T Internet for Business, AT&T High Speed Internet Business Edition, AT&T High Speed Internet Business Edition, AT&T High Speed Internet Business Edition, AT&T Internet for Business, FastAccess Business DSL, and FastAccess Business DSL Direct.

- 1. Inside Wire. When ordering AT&T Internet Service, you will be responsible for obtaining Inside Wire (IW) in the form of copper wire or fiber optic cable between the AT&T network termination interface at your building and the gateway equipment located at the customer premises. You may have the option of requesting IW from AT&T or installing your own IW. If you elect to install your own IW, the IW must be installed and available for use by AT&T Technicians before you order AT&T Internet Service. If inside wire service is requested from AT&T, it is Customer's full responsibility to obtain landlord permission or approvals for such inside wiring. For AT&T Internet for Business (fiber-based only), any determination of whether the inside wire work will be provided by you or AT&T will be made at the time the installation technician is dispatched and surveys the job.
- 2. Inside Wire Disclaimer of Warranties. If inside wire is provided by AT&T, Customer will upon completion of installation have full ownership and responsibility for such inside wire. AT&T MAKES NO WARRANTY TO CUSTOMER OR ANY OTHER PARTY FOR ANY WORK OR MATERIALS CONSTITUTING OR ASSOCIATED WITH ANY

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INSIDE WIRE. AT&T EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, AND AT&T HAS NO RESPONSIBILITY TO MAINTAIN. UPDATE. REPAIR. REPLACE. DE-INSTALL. OR REMOVE ANY INSTALLED INSIDE WIRE.

3. Local Wi-Fi. Depending upon the Internet Service you purchase, your Internet Service may include Wi-Fi enabled local area networking equipment ("Wi-Fi Equipment") in order to help you allow Wi-Fi enabled devices to wirelessly connect to your Internet Service ("Local Wi-Fi"). (See the Applicable Schedule for details about what kind of Wi-Fi networking equipment many be included with the particular Internet Service you are purchasing.)

In order to use Local Wi-Fi, you must have Wi-Fi enabled devices that (a) meet U.S. and WiFi Alliance standards; (b) are compatible with the Wi-Fi network being generated by the applicable Wi-Fi Equipment; and (c) are capable of running IP and related protocols. The Wi-Fi enabled device you are utilizing must be in close enough proximity to the Wi-Fi Equipment to achieve connectivity with the Local Wi-Fi. Actual Local Wi-Fi coverage and quality may vary depending upon the location of the Wi-Fi Equipment, the location of the applicable Wi-Fi enabled device and conditions in and around the premises in which both the Equipment and the Wi-Fi enabled device operate.

Local Wi-Fi is designed to provide you with the highest speed available from the network at any given point in time, subject to the many different factors that can affect network performance. AT&T's most recent generation of Wi-Fi Equipment generally supports the IEEE 802.11 a/b/g/n/ac standard, although older Wi-Fi Equipment may only support the IEEE 802.11b or IEEE 80.11b/g standards. The theoretical maximum speed you may be capable of achieving from your Home Wi-Fi will depend heavily on which IEEE 802.11 standard is supported by the Wi-Fi Equipment you have as well as which IEEE 802.11 standard is supported by the particular device you are utilizing. (By way of example only, IEEE 802.11b offers a theoretical maximum of 11 Mbps while IEEE 802.11n offers a theoretical maximum of 600 Mbps. Even if the Wi-Fi Equipment at your location is capable of supporting IEEE 802.11b, if you are utilizing an older device that is only capable of supporting the older IEEE 802.11b standard your theoretical maximum speed will be limited to 11 Mbps.)

Although the IEEE 802.11 a/b/g/n/ac standards have theoretical maximum speeds ranging from over ten Mbps to over a gigabit per second, depending on which standard applies, actual Wi-Fi speeds will be substantially lower than the theoretical maximum speeds which describe the physical throughput rate including Wi-Fi protocol communications. The result is that the maximum you can receive may not exceed 40%-50% of the theoretical maximum Wi-Fi standard speed and may be significantly lower depending on other applicable factors. In addition to the factors discussed above, the actual speed you experience over Wi-Fi will depend in part on the speed of the connection between the Wi-Fi network you are accessing and the destination you want to reach on the Internet, which may be significantly below the theoretical maximum speed of the service. (By way of example only, if you order AT&T Internet 25, with a download speed range of between 15 Mbps and 25 Mbps according to the AT&T Speed Tier page, even if the Wi-Fi Equipment at your location and the device you are utilizing are both capable of supporting the IEEE 802.11n standard with a theoretical maximum speed of 600 Mbps, the theoretical maximum internet download speed with your device connected to your Local Wi-Fi will never exceed 25 Mbps.)

- 4. Local Area Network Management. Although AT&T reserves the right to manage any equipment used to access any Internet Service, you are solely responsible for all security measures over your internal network, including any IW, local area network(s) and/or Wi-Fi Equipment. That includes, but is not limited to, access to authorization codes or passwords, as well as any encryption you deem necessary or required. AT&T may provide you with tools or software to assist you in managing one or more aspects of your internal network (which software would then be included in the term "Software" as used herein below), but you remain solely responsible for all aspects of your network, including any activity by employees, customers or other guests that you may allow (either intentionally or unintentionally, through lack of adequate security measures) to access your Internet Services via your local area network and/or Local Wi-Fi. For that reason, AT&T recommends that you take all necessary measures to ensure adequate network security and to closely monitor use of your Internet Services and your local network by anyone accessing your network.
- 5. Service Guides. If you are an AT&T FastAccess Business DSL customer, or an AT&T High Speed Internet Business Edition customer, you are also subject to the terms set forth in the service guides for these services, which are incorporated herein by reference and may be found at:
- $\bullet \ \ http://serviceguidenew.att.com/sg_flashPlayerPage/FADSL\ (Fast\ Access@\ Business\ DSL)$
- http://serviceguidenew.att.com/sg_flashPlayerPage/HSI (AT&T High Speed Internet Business Edition)
- 6. <u>Reimbursement for Time</u>, <u>Materials and Expenses</u>. If Customer cancels an order for or terminates any Service or Service Component (other than as permitted for default by AT&T), or AT&T cancels an order for or terminates any Service Component for cause, prior to its Service Commencement Date, Customer will reimburse AT&T for time, materials, and expenses incurred prior to the effective date of such cancellation or termination, plus any third-party charges resulting from the cancellation or termination.

7. Arbitration Agreement:

AT&T and you ("We") agree to resolve all disputes between us through binding arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules, as modified by this provision.

This agreement to arbitrate is broad, and includes disputes of any type between AT&T (including its subsidiaries, affiliates, agents, predecessors, successors, and assigns) and you (including authorized or unauthorized users/beneficiaries of services or devices) under this or prior agreements. We agree that WE are waiving the right to a trial by jury, to participate in a class action, or to seek remedies beyond the extent necessary to provide individualized relief to, and affecting only, AT&T or You alone. WE AGREE NOT TO ACT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED OR DE FACTO CLASS OR REPRESENTATIVE PROCEEDING, OR AS A PRIVATE ATTORNEY GENERAL OR ON BEHALF OF THE GENERAL PUBLIC. Except for matters relating to arbitrability or to the scope and enforceability of the arbitration provision or the interpretation of the limitations on class, representative, private attorney general, and non-individualized relief, all issues are for the arbitrator to decide.

A party seeking arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). Notice to AT&T must be addressed to: Office of Dispute Resolution, AT&T, 1025 Lenox Park Blvd., Atlanta, GA 30319 ("Notice Address"). The Notice must: (a) describe the basis of the claim or dispute; (b) describe the specific relief sought ("Demand"); and, (c) provide your AT&T account number. If We do not resolve the claim within 30 days after receipt of the Notice, either of us may commence an arbitration. The amount of any settlement offer made by AT&T or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount of any award on the merits.

Unless We agree otherwise, any arbitration hearings will take place in the county of your billing address. AT&T will pay all AAA filing, administration, and arbitrator fees for a claim brought by AT&T or for a claim or Demand valued at up to \$25,000 brought by You. If the arbitrator finds that your claim or Demand is frivolous or is brought for an improper purpose (as measured by the standards in Federal Rule of Civil Procedure 11(b)), then the payment of fees will be governed by the AAA rules and You agree to reimburse AT&T for fees already paid by AT&T that are your obligation under the AAA rules.

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If you complied with the notice procedures above; the value of your claim or Demand is \$25,000 or less; and the arbitrator awards you an amount greater than the value of AT&T's last written settlement offer made before an arbitrator was selected (or any amount if AT&T made no offer), AT&T will:

- Pay you the award or \$10,000, whichever is greater ("Alternative Payment"); and
- Pay your attorney, if any, the amount of attorneys' fees and expenses (including expert witness fees and costs) that your attorney reasonably accrues for investigating, preparing and pursuing your claim in arbitration ("Attorney Award").

The arbitrator may rule on the payment of fees, expenses, and the Alternative Payment and Attorney Award during the proceeding and within 14 days after his/her final ruling on the merits. In assessing whether the award is greater than the value of the last written settlement offer by AT&T, the arbitrator may consider only those attorneys' fees or expenses that you incurred through the date of your Notice and which had been awarded to You. You may also recover attorneys' fees and expenses under applicable law, but you may not recover duplicative awards of attorneys' fees or expenses.

This Agreement evidences a transaction in interstate commerce, and the Federal Arbitration Act governs. This arbitration provision survives termination of this Agreement. As the exclusive alternative to arbitration, AT&T or you may commence an individual action in Small Claims Court. If a court rejects enforcement of any of the limitations on class, representative, private attorney general, or non- individualized relief as to a particular claim for relief, then that claim (and only that claim) must be severed from the arbitration and may be brought in court. Notwithstanding any provision in this Agreement to the contrary, We agree that if AT&T makes any future change to this arbitration provision (except a change to the Notice Address) during your Service commitment, you may reject any such change by sending AT&T written notice within 30 days of the change to the Notice Address. By rejecting any future change, You agree to arbitrate any dispute in accordance with the language of this provision.

If you are located in Puerto Rico, in addition to pursuing arbitration in accordance with this provision, you may notify the Telecommunications Regulatory Board of Puerto Rico of your grievance. Mail: 500 Ave. Roberto H. Tood (Parada 18), San Juan, Puerto Rico 00907-3941; Phone: 787.756.0804 or 866.578.5500; Online: jrtpr.gobierno.pr.

Schedule 7 - Access from AT&T

"Access from AT&T" refers to AT&T's program designed to making low cost wireline home internet service exclusively available to Qualifying Households utilizing certain Underlying Internet Services (as those terms are defined below).

In addition to those terms contained in the body of this Agreement, and those terms applicable to the Underlying Internet Service, the following additional terms apply to customers participating in the Access from AT&T program. Where applicable, and except as otherwise specified, these terms will modify the terms contained in the body of the Agreement solely with respect to the Access from AT&T program. In the event of a conflict between these terms and terms contained within the body of this Agreement, the following terms will apply solely with respect to the Access from AT&T Service.

Qualifying Households. For purposes of Access from AT&T, a "Qualifying Household" refers to a) any individual or household with at least one resident who participates in the U.S. Supplemental Nutrition Assistance Program (SNAP); (b) with an address in AT&T's twenty one (21) state service area, at which we offer wireline home Internet service, AND (c) no outstanding debt for AT&T fixed Internet service of any kind within the last six (6) months and no outstanding debt incurred under the Access from AT&T program. California households with at least one resident who receives Supplemental Security Income (SSI) benefits also may qualify based on the same requirements that apply to SNAP participants.

Limited Availability. Access from AT&T is only available to Qualifying Households. If your residence is not a Qualifying Household, you are not eligible for Access from AT&T

<u>Underlying Internet Services</u>. Depending upon the facilities at the location to which the Service is being provided, Access from AT&T can be provided via either DSL Service or IP Broadband Internet Service, which are referred to as the "Underlying Internet Service. Qualifying Households will be provisioned with the highest speed tier Underlying Internet Service available based on the facilities at the applicable residence, based on the following chart. The monthly price that you will be charged for your Access from AT&T will depend on the Underlying Internet Service you receive, as indicated below.

SERVICE NAME	SERVICE TYPE	DOWNLOAD RANGE	UPLOAD RANGE	MONTHLY PRICE*
Internet 12	IPBB	6.1-12 Mbps	.512-1.5 Mbps	\$10 / month
Internet 10	IPBB	6-10 Mbps	.6-1.0 Mbps	\$10 / month
Internet Basic 6	IPBB	3.1-6.0 Mbps	.512-1.0 Mbps	\$10 / month
FastAccess DSL XtremePro High Speed Internet Elite	DSL	3.1-6.0 Mbps	.512-1.0 Mbps	\$10 / month
Internet Basic 5	IPBB	3-5 Mbps	.6-1.0 Mbps	\$10 / month
Internet Basic 3	IPBB	1.56-3.0 Mbps	.384-1.0 Mbps	\$5 / month
FastAccess DSL Xtreme FastAccess DSL Direct Xtreme High Speed Internet Pro	DSL	1.56-3.0 Mbps	.384-1.0 Mbps	\$5 / month
Internet Basic 1.5	IPBB	1-1.5 Mbps	.384-1.0 Mbps	\$5 / month
FastAccess DSL Ultra FastAccess DSL Direct Ultra High Speed Internet Express	DSL	.769-1.5 Mbps	128-384 Kbps	\$5 / month
Internet Basic 768	IPBB	200-768 Kbps	128-384 Kbps	\$5 / month
FastAccess DSL Lite FastAccess DSL Direct Lite High Speed Internet Basic	DSL	200-768 Kbps	128-384 Kbps	\$5 / month

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* Prices are as of the effective date of this Agreement only and may be subject to change. Please call 855.220.5211 or visit https://www.att.com/shop/internet/access/#/ for current prices.

Service availability and speed may vary by address. AT&T will assign you the fastest speed tier Underlying Internet Service available where you live, which shall be at AT&T's sole discretion.

If none of the speeds identified in the chart above are technically available at your address, you will not be able to participate in the Access from AT&T program.

<u>Underlying Internet Service Terms</u>. Other terms applicable to your Access for AT&T program will depend on Underlying Internet Service you receive. In general, you will be subject to all the terms applicable to the Service Type into which your Underlying Internet Service falls. However, notwithstanding the applicable Underlying Internet Service terms, Qualifying Households who participate in the Access for AT&T program will not be required to

- (1) make any annual or monthly term commitments.
- (2) provide a deposit in order to initiate installation or activation of the Underlying Internet Service; or
- (3) pay an installation fee associated with the installation of the Underlying Internet Service

Additional Equipment for Access from AT&T Customers. AT&T will make available to you certain equipment for use in connection with your Access from AT&T Service, which may include a Wi-Fi Gateway ("WG") located inside your premises.

The WG is installed inside your premises and is required for the Service to function. A WG allows multiple devices to connect and communicate to the Internet wirelessly. Smartphones, tablets and laptops are common devices that access the Internet through a WG. A WG resides indoors and has a power cord that plugs into a common electrical outlet. A battery backup is recommended in case of a power outage. Some WGs have an external battery backup while others have an internal battery backup.

AT&T is the owner of the WG. Upon termination of your Service for any reason, AT&T shall remain the owner of the WG, and you must return the WG, undamaged, within 21 calendar days to AT&T. If the WG is not returned within 21 calendar days, or is returned damaged, you will be charged for the replacement value of the WG.

Exhibit 5.a.iii

AT&T Internet Consumer Fee Schedule

Print

AT&T INTERNET

Consumer Fee Schedule

(Current as of December 20, 2018)

This Consumer Fee Schedule sets out certain fees applicable to the Internet Services identified in the table below, which Internet Services are subject to the Terms of Service contained in the AT&T Internet Terms of Service available at https://www.att.com/internet-terms.

This Consumer Fee Schedule is incorporated into and made a part of the AT&T Internet Terms of Service. Terms not otherwise defined herein are defined in the AT&T Internet Terms of Service.

In addition to any amounts due for Internet Services and/or Equipment, the following fees may apply. AT&T reserves the right to change these fees, increase or decrease these fees, or impose additional fees without notice by publishing an update to this Consumer Fee Schedule to www.att.com/ConsumerInternetFees. Additionally, taxes may apply and vary by location. If you have any questions, please call 800.288.2020.

Consumer Internet Fee Schedule (Effective December 20, 2018)

	Installation Related Fees							
Fee	DSL Service	IP Broadband Service	Fixed Wireless	Description / When You Pay / Notes				
Internet Activation Fee	\$49	\$35	N/A	Fee when you activate service. This fee may be waived if you pay a Technician Installation Fee.				
Self-Install Assistance Fee	\$99	\$99	N/A	If you self-install your service but require technician assistance to complete the installation. Additional fees or costs may apply if you request additional services during installation.				
Technician Installation Fee	\$149	\$99	\$99	If you request / require a technician assisted installation. Additional fees or costs may apply if you request additional services during installation.				
DSL Modem / Wireless Gateway	See Notes	N/A	N/A	* There is a one-time cost of purchasing a Modem or Wireless Gateway for use with DSL. Modems purchased from AT&T cost \$75 and Wireless Gateways cost \$100. You may also have the option to purchase your own Equipment.				
Shipping & Handling Fee	\$12.95	N/A	N/A	If we ship equipment to you.				
Expedited Shipping Fee	\$22.95	N/A	N/A	If you request expedited delivery of equipment.				

	Monthly State Cost Recovery Fees / Surcharges (Where Applicable)								
State	Dial-up Service	DSL Service	IP Broadband Service	Fixed Wireless	Description / When You Pay / Notes				
Ohio	0.25%	0.25%	0.25%	0.25%	State Cost-Recovery Fees / Surcharges are monthly fees and/or surcharges imposed by				
Nevada	0.13%	0.13%	0.13%	0.13%	AT&T to recover franchise costs or other legal or				
Texas	0.525%	0.525%	0.525%	0.525%	regulatory costs imposed on the company by State law and/or in a particular State.				

	Other Monthly Fees								
Fee	Dial-up Service	DSL Service	IP Broadband Service	Fixed Wireless	Description / When You Pay / Notes				
Equipment Fee*	N/A	N/A	N/A*	N/A	*Current plans do not include a separate monthly Equipment Fee. Certain older plans may include a monthly Equipment Fee of \$2, \$4, \$7 or \$10 depending on the plan and date of purchase.				
Vacation Hold	N/A	Varies by state	\$7	\$7	Monthly recurring charge if you put your service on a temporary hold while on vacation (up to 9 months). If you have U-verse TV, AT&T Phone and Internet you will be required to put all three on hold, including all phone line(s).				

Transactional Fees								
Fee	Fee Dial-up Service DSL Service IP Broadband Service Fixed Wireless Description / When You Pay / N							
Bill Reprint Fee	Up to \$5 per bill	Up to \$5 per bill	Up to \$5 per bill	Up to \$5 per bill	If you request a paper bill reprint.			

Exhibit 5.a.iii

Early Termination Fee	N/A	\$180	\$180	\$120	If you terminate your service prior to completing your agreed upon Service Term. Unless otherwise specified, ETFs are pro-rated by the number of months completed.
Late Payment Fee	Up to \$6.50	Up to \$6.50	\$9.25	\$5.75	If you don't pay your bill by the due date.
Non-Return Equipment Fee	N/A	N/A	\$150	\$150	If you fail to return your equipment after canceling service.
NSF/Returned Check Fee	Up to \$30	Up to \$30	Up to \$30	Up to \$30	If you make a payment by check or other method that is declined.
Payment Convenience Fee	\$5 per bill/payment	\$5 per bill/payment	\$5 per bill/payment	\$5 per bill/payment	If you make your payment with the assistance of an Authorized Retail Agent, Customer Service or Collections Representative.
Restoral Fee	\$35	\$35	\$35	\$35	When you restore your service after it is placed in a minimum service state or suspended for non-payment.
Service Repair Dispatch Fee	N/A	\$99	\$99	\$99	If we have to dispatch a truck to repair your service.
Dispatch on Demand Fee	N/A	\$149	\$99	\$99	If you refuse to troubleshoot a service issue, Dispatch on Demand applies.

Information About the Network Practices, Performance Characteristics & Commercial Terms of AT&T's Mass Market Broadband Internet Access Services

At AT&T, we want our customers to have information to more fully understand and enjoy the services we offer. To help keep customers informed about our mass market broadband internet access services, the AT&T website (www.att.com) describes the mass market wireless and wired broadband internet access services we offer. In this document, we provide information about the network practices, performance characteristics, and commercial terms applicable to our mass market wired, mobile and Wi-Fi broadband internet access services, consistent with the Federal Communications Commission's Open Internet Rules. This information should help customers make informed choices about how to use those services, and will assist providers of internet applications, content and services in developing, marketing and maintaining their internet offerings. We encourage mass market customers and other users of our network to familiarize themselves with this information, and to provide AT&T with feedback about our mass market broadband internet access services so that we can continue to provide an excellent experience.

Nothing in this document changes your rights and obligations, or ours, under our terms of service associated with the applicable products, Acceptable Use Policy ("AUP") or Privacy Policy. This document and the information contained in it are provided for informational purposes only and may be changed at any time, without notice.

Network Practices

How does AT&T manage congestion with respect to its mass market broadband internet access services?

AT&T strives to provide a high-quality internet experience for all of our customers. Because the internet consists of multiple interconnected networks and most internet end points (e.g., websites and other content providers) are not directly connected to the AT&T network, AT&T must connect to and exchange traffic with other networks to provide its subscribers the capability of uploading data to or downloading data from internet end points that are connected to those networks. To that end, AT&T has entered into commercially negotiated agreements to exchange traffic with those networks (and the networks with which those networks are connected) on mutually agreeable terms. The links AT&T and other networks use to exchange such traffic may become congested at times. Consistent with its agreements with those other networks and its long-standing practice, AT&T may establish or expand the connections between its network and other networks, but only on mutually agreeable terms. If AT&T is unable to reach agreement on terms of interconnection or network expansion with these other networks, it could affect customers' ability to upload or download data to internet endpoints connected to those networks. AT&T does not guarantee that it will establish or expand the connections between its network and other networks, or that subscribers will be able to upload data to or download data from internet end points connected to other networks at any particular speed.

In addition, like the other networks that make up the internet, the AT&T network is a shared network, which means that the transmission links and other network resources used to provide broadband

Exhibit 5.b

services are shared among AT&T's subscribers, as well as among the various services offered by AT&T. Temporary congestion may occur when a large number of customers in a concentrated area access the network at the same time or when some customers consume a very large amount of network capacity during busy periods, such as at stadium events, during peak usage times, or during planned network maintenance.

AT&T invests billions of dollars annually to address potential congestion in its broadband networks. As is common in the industry, we use network management practices and other tools to manage network resources for the benefit of all of our broadband customers, especially during periods when network demand exceeds available network resources (also known as "congestion"). As you would expect, our network management practices and our service offerings have evolved over time to benefit our customers and take advantage of the billions we have spent to expand and augment our networks.

Congestion-based Data Management. One network management practice we use to manage our wireless network resources may affect customers with most AT&T post-paid and AT&T PREPAID™ unlimited mobile data plans ("AT&T Unlimited Data Plans"). During periods of congestion, these customers may experience reduced data speeds and increased latency as compared to other customers using the same cell site ("Congestion-based Data Management"). Depending on the customer's AT&T Unlimited Data Plan, they will either always experience Congestion-based Data Management or experience it only after they have used more than 22GB of data in a billing period. As always, even when subject to this congestion management practice, these customers have the comfort of knowing that, no matter how much data they use in a billing cycle, they will never be subject to overage charges and will pay a single monthly flat rate. That is our essential promise with the AT&T Unlimited Data Plans. Reduced speeds and increased latency may cause web sites to load more slowly or affect the performance of data-heavy activities such as video streaming or interactive gaming. Customers subject to Congestion-based Data Management will experience reduced speeds and increased latency only when they use data at a cell site experiencing network congestion at the same moment. As soon as the congestion at the cell site abates, or if the customer's session migrates to an uncongested cell site, speeds and latency are not affected. In addition, this network management practice adjusts dynamically to address the amount of congestion, which can start and stop over a very short time period (often measured in fractions of a second), further minimizing any customer impact. Because the amount of congestion at a cell site can vary significantly, the performance impact for affected AT&T Unlimited Data Plan customers may also vary significantly, but such impact will last only as long as the site is congested.

We will notify customers on plans subject to the 22GB data usage threshold for triggering the foregoing congestion management practice during each billing cycle when their usage reaches 75% of the 22GB threshold (i.e., 16.5GB) so they can adjust their usage to avoid network management practices that may result in slower data speeds.

Buffer Tuning. With the ever-increasing growth in smart phone and tablet usage on our wireless networks, and the growing prevalence of video downloads, AT&T has deployed a reasonable network management video optimization technique in our mobile data network. That technique delivers recorded video to the user's device in a "just in time" fashion ("Buffer Tuning"). Buffer Tuning only applies to internet browser traffic (HTTP, port 80) for recorded video downloads, regardless of the source (including AT&T branded or 3rd party content) and does not affect real-time streaming video. Without Buffer Tuning, video content may be completely delivered to the device and charged against the user's data plan regardless of whether it is viewed. With Buffer Tuning, a sufficient amount of video is delivered to the device so that the user can start viewing the video, and the remainder of the video is delivered just in time to the device as needed for uninterrupted viewing. This optimizes the user's data plan consumption. Additionally, this frees up network resources for all users. Buffer Tuning does not alter video content and should not directly introduce any adverse impact to the viewing experience.

Stream Saver. Another reasonable network management practice we use to more efficiently manage our wireless network resources is Stream Saver, which is a feature we offer on some of our wireless plans that include data. Stream Saver allows customers to watch more video over our wireless network while using less data by streaming content recognized as video content at Standard Definition quality, similar to DVD (about 480p). Stream Saver applies only to recognized video content delivered over AT&T's wireless network. Once activated by AT&T on a customer's account for plans that include Stream Saver, the customer can turn it off and back on at any time via the customer's online account or by calling AT&T. Content providers can opt out of Stream Saver, in which case Stream Saver does not impact delivery of their video content. More information is available here.

Does AT&T limit data usage? Does AT&T provide any tools to help customers monitor and control their data usage?

We have developed speed tiers for our wired and data plans for our mobile broadband internet access services so that our customers can choose from a variety of speed tiers or rate plans that best reflect their own usage levels, and the manner in which they intend to use their service. For example, some AT&T data plans designated for use only with a basic phone or smart phone may not be used with a LaptopConnect card, tablet, or stand-alone mobile hotspot device. However, customers wishing to use their service in such a manner, such as with a mobile hotspot device, may purchase other plans that permit such use. AT&T provides usage calculators, alerts, and other tools for our wired and mobile broadband internet access services to assist customers in estimating their anticipated usage levels. For more information, please click here (wired) and here (mobile). In addition, we send notices to customers of applicable usage thresholds for our tiered wired and mobile services. Many of AT&T's Internet, Broadband, or Fiber plans for businesses have no data caps or data usage plans.

We have some post-paid mobile plans (for example, our Mobile Share Plus plans) that provide customers allotments of high speed data they may share among different devices on the plan, and

some of our AT&T PREPAIDSM plans (not including AT&T Wireless Internet, formerly known as Wireless Home Phone & Internet, or Mobile Hotspot) provide an allotment of high speed data to the specific line. Once customers on these plans exceed their allotments of high speed data -- which includes the plan data, any available Rollover Data, or other data allotments customers may have -during a billing period, they may continue to consume data at no extra charge, but at significantly lower speeds when connected to the cellular network. Specifically, after one of these customers uses all available data allotments in a billing cycle, the customer's service over the cellular network will transmit data at a maximum of 128Kbps for the remainder of the billing cycle, unless the customer upgrades to a rate plan with a higher allotment of high speed data access before the end of the billing cycle. Once speeds are limited like this, the customer's connection over the cellular network should still allow viewing static web pages or checking email, but bandwidth-intensive activities such as audio and video streaming, picture and video messaging, and apps/services that use large amounts of data will be impacted and may not be fully functional. But, when the next billing cycle begins, the customer will once again have high speed data access. We will notify customers during each billing cycle when their data usage reaches either 75% or 90% of their monthly high-speed allotment (or at both intervals), and when they reach 100% of their monthly high speed data allotment so that they are aware of their amount of data usage and can make adjustments to avoid slower speeds. When connected to a Wi-Fi network, the customer's speed will not be impacted. For information regarding Rollover Data for post-paid Mobility plans, click here, and for AT&T PREPAID™ plans, click here.

We also have a sponsored data program that enables third parties to pay for the data usage for specific content on behalf of eligible AT&T wireless customers. With AT&T Sponsored Data, eligible customers can sample, browse, stream and enjoy applications, content and services provided by data sponsors without using up their monthly data allotments. Sponsored data thus effectively extends a customer's data usage allotment, and enables providers of online content, applications and services to encourage users to sample their services. For information about AT&T's sponsored data program, AT&T wireless customers should click here and providers of online content, applications, and services should click here.

Another way we help wireless customers manage their data usage is through Stream Saver feature summarized **above**.

For those geographic areas that are not served by AT&T's owned and operated mobile networks, we try to provide customers with data services through agreements with other carriers. The use of customers' devices to access data over another carrier's networks – both domestic and international – is called "off-net" or "roaming" usage. Our ability to make off-net or roaming services available to customers is based on a variety of dynamic factors, including business considerations, the terms of the agreements we have at any given time with other wireless carriers, and the network technology, frequency(ies) and functionality of those networks. We do not guarantee the availability, quality of coverage or speed for data services that are accessed using other carrier networks and we may reduce speeds to 2G speeds or suspend the data service available on these networks at any time without notice. We update our coverage maps regularly to show where we provide domestic off-net

and international roaming services. To obtain the most recent coverage updates you may access the maps **here**.

How does AT&T handle alleged copyright infringement by subscribers to its broadband internet access services?

The AT&T Copyright Alert Program was established to respond to alleged copyright infringement activities using peer-to-peer file sharing and attempts to educate customers about the importance of protecting copyright and lawful use of content available over the internet. Under the program, content owners may notify AT&T of alleged copyright infringement based on the IP address of a user. AT&T then will attempt to identify a subscriber account based on that IP address and forward a copyright alert to the subscriber account, advising the account holder of the allegation and providing information about online copyright infringement. If a subscriber receives additional alerts, we may temporarily redirect the account holder's broadband internet access service to a webpage where the account holder must review material on the importance of copyright and the lawful use of content available over the internet. Upon completion of this review, such redirection will be discontinued and the subscriber's service will be restored to normal. After this stage, if a subscriber continues to receive additional alerts, then AT&T may take action consistent with Section 512(i) of the Digital Millennium Copyright Act, which may result in termination of the subscriber/accountholder's broadband internet access service. Account holders' personally identifiable information is protected throughout this process — AT&T will not provide such information to content owners unless required to do so by court order. For more information about AT&T's Copyright Alert Program, please go to: https://copyright.att.net/home.

Does AT&T favor certain websites or internet applications by blocking, throttling, or modifying particular protocols on its broadband internet access service?

No, AT&T does not favor certain websites or internet applications by blocking or throttling lawful internet traffic on the basis of content, application, service, user, or use of nonharmful devices on its broadband internet access services. Nor do we modify particular protocols, protocol ports, or protocol fields in ways not prescribed by the protocol standards. However, in response to a specific security threat against our network or our customers, AT&T may occasionally need to limit the flow of traffic from certain locations or take other appropriate actions. In addition, we prevent the use of certain ports on our wired and Wi-Fi broadband internet access services to help protect our customers and network against malicious activity, as discussed below.

Our mobile broadband internet access service data plans may include different speeds, video streaming quality, and other options consumers can choose among so as to find the best fit for the manner in which they intend to use their service. For example, the AT&T Unlimited &More Premium plan allows users to stream video in High-Definition (up to 1080p), where available (streaming video services may transmit only lower quality video content) and when Stream Saver is turned off, while the AT&T Unlimited &More plan allows for streaming Standard Definition (480p/DVD quality) video.

Customers watching streaming video on a Smartphone or other small hand-held device likely will not notice a significant difference between High-Definition and Standard Definition video quality, while those watching streaming video on a tablet or other larger device may prefer High-Definition video quality. For more information about our mobile broadband internet access service data plans, please go to: https://www.att.com/plans/wireless.html

Does AT&T directly or indirectly favor some traffic over other traffic (such as through prioritization, resource reservation, or traffic shaping) in its provision of broadband Internet access service either (1) in exchange for consideration (monetary or otherwise) from a third party, or (2) to benefit an affiliate?

No, in its provision of broadband internet access services, AT&T does not directly or indirectly favor some traffic over other traffic in exchange for consideration from a third party or to benefit an affiliate, except to address the needs of emergency communications, law enforcement, public safety (including FirstNet), or national security authorities, consistent with or as permitted by applicable law. Additionally, AT&T offers a wide variety of services to its customers, including but not limited to Voice over Internet Protocol (VoIP), Internet Protocol (IP)-video, unified messaging, Voice over LTE (VoLTE), and enterprise networking. These services share AT&T's network infrastructure and may rely on network practices to assign different levels of priority dynamically or statically. Use of these services may affect the availability of network resources for broadband internet access services, and thus the performance of that service. For example, your service may be interrupted, delayed, or otherwise limited in the event of a disaster or emergency, or during periods of congestion, to accommodate the needs of national security and emergency preparedness personnel.

What practices has AT&T adopted to manage network security?

AT&T takes the security of our customers and our network very seriously. We proactively monitor network activity to help guard against a wide range of security threats, including viruses, botnets, worms, distributed denial of service attacks, SPAM, and other harmful activity. We encourage customers to adopt their own security practices.

We use a variety of network tools to monitor network activity and health to maintain its stability and functionality, to protect the network against threats, and for other operational purposes. We store the information we gather through this monitoring for only as long as we have a business purpose to maintain it. The AT&T Privacy Policy describes how we collect, use and share this information. You can view AT&T's Privacy Policy at: www.att.com/privacy.

If we detect a security threat, we will typically attempt to isolate the threat and minimize the impact to network service. We may use a variety of security measures to protect the network, including blocking malicious or unlawful traffic, redirecting the flow of traffic over some portions of our network, or taking other actions to address the threat. For example, as described in more detail below, we block certain ports that transfer malicious or disruptive traffic (such as Ports 25, 135, 139, 445, and 1900). We

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attempt to limit actions to the specific portions of our network or customer base impacted by the security threat and only for as long as necessary to mitigate the threat.

AT&T may scan or analyze network addresses that are registered through AT&T, including addresses that may have been delegated to customers, and/or routes that originate from AT&T-provided networks to detect vulnerabilities that might be used to compromise AT&T or customer assets or might be used in attacks against others. In doing so, we seek to avoid disrupting network service to customers. We may use information derived from these activities to identify and address security issues or to notify customers of issues.

As noted above, AT&T blocks certain ports that transfer malicious or disruptive traffic to protect our customers and our network. Below is more information about port blocking that is currently in place.

We may block additional ports in the future based upon threat assessments.

Port	Transport	Protocol	Direction	Threats
0	ТСР	Reserved	Both	Reserved Port
19	UDP	Chargen	Both	Reflective DDOS
25	ТСР	SMTP	Outbound	SPAM, Malware
68	UDP	ВООТР	Outbound	DHCP server spoofing
123	UDP	NTP	Both	Reflective DDOS
135	ТСР	NetBios	Both	Worms, Malware, Reflective DDoS

139	ТСР	NetBios	Both	Worms, Malware
445	ТСР	MS-DS SMB	Both	Worms, Malware
520	UDP	RIPv	Both	Reflective DDOS
1900	UDP	SSDP	Both	Reflective DDOS
3479	ТСР	Twrpc	Both	End user device instability
7547	ТСР	CWMP	Both	End user device instability
49152	ТСР	Dynamic	Inbound	Unauthorized access, DoS
49955	ТСР	Dynamic	Inbound	Unauthorized access, DoS
50001	ТСР	Dynamic	Inbound	Unauthorized access, DoS
51001 - 51003	ТСР	Dynamic	Inbound	Unauthorized access, DoS
51010 - 51011	ТСР	Dynamic	Inbound	Unauthorized access, DoS

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51020	ТСР	Dynamic	Inbound	Unauthorized access, DoS
61001	ТСР	IPDR	Both	Data exposure, end user device instability

Port 0/TCP: Port 0 is a reserved port. This port should not be used for any applications. Blocking protects our customers from potentially harmful types of network abuses.

Port 19/UDP: Port 19 Chargen is a protocol designed to generate a stream of characters for debugging and measurement. Because more recent tools have been developed for measurement and debugging purposes, blocking protects against use of this port in Reflective DDOS attacks.

Port 25/TCP: Simple Mail Transport Protocol (SMTP) is used to send email. Port 25/TCP may be blocked from customers with dynamically-assigned Internet Protocol (IP) addresses to protect systems from becoming a mail relay for SPAM. Customers can subscribe to AT&T SMTP services if they need to host an SMTP server on the internet.

Port 68/UDP: Port 68 is used to obtain dynamic IP address information from a dynamic host configuration protocol (DHCP) server. Port 68 may be blocked to eliminate the risk of exposure to a rogue DHCP server.

Port 123/UDP: Network Time Protocol (NTP) is used to accurately synchronize computer time of day to a reference time server. Some aspects of Port 123 may be limited to minimize malicious use. Poorly-configured NTP servers can be used for Reflective DDOS attacks, and some devices provide NTP service inadvertently, which exacerbates the port's malicious use.

Port 135/TCP: NetBIOS is a network file sharing protocol and is also known as Common Internet File System or LanManager. Blocking protects customers from exposing files unintentionally, worms, and viruses.

Port 139/TCP: NetBIOS is a network file sharing protocol and is also known as Common Internet File System or LanManager. Blocking protects customers from exposing critical system files unintentionally, which could give system access to a malicious actor.

Port 445/TCP: NetBIOS is a network file sharing protocol and is also known as Common Internet File System or LanManager. Blocking mitigates a potential threat to certain operating systems. Similar to our blocking of Ports 135 and 139, blocking Port 445 protects customers from exposing files unintentionally, worms, and viruses.

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Port 520/UDP: RIPv1 - UDP port 520 is used by the Routing Information Protocol (RIP) to share network routing information. RIPv1 was designed to support route information sharing on small classful (class A, B, C, D) networks and has limited usefulness in today's classless networks. Port 520 has been used by malicious actors to generate Reflective DDOS attacks.

Port 1900/UDP: Universal Plug and Play (UPnP) is a protocol standard designed to allow device discovery over a local network. Some home routers may expose this port to the internet, which could allow attackers to defeat the security attributes of Network Address Translation (NAT) and allow attackers to use the port for Reflective DDOS attacks.

Port 3479/TCP: Twrpc is a protocol used for remote management of end user devices. Blocking this port protects customers from improper use of the port, which can cause end user device instability.

Port 7547/TCP: CPE WAN Management Protocol (CWMP) is a protocol used for remote management of end user devices. Blocking this port protects customers from improper use of the port, which can cause end user device instability.

Port 49152/TCP, 49955/TCP, 50001/TCP, 51001-51003/TCP, 51010-51011/TCP,

51020/TCP: These ports are numbered from the dynamic/private ephemeral port range. Their use varies according to implementation and may include end-user device management. Blocking these ports protects customers from malicious activity, which may include data exposure or attacks against the end user devices.

Port 61001/TCP: Internet Protocol Detail Record (IPDR) is a specification used to collect information from end user devices including device configuration data. Blocking TCP port 61001 prevents certain types of malicious activity including data exposure and end user device attacks.

Does AT&T restrict the types of devices that customers can use with its mass market broadband internet access services?

AT&T makes available to its customers a variety of network interface equipment for use with the broadband internet access services we deliver to homes and businesses, many of which are Wi-Fi enabled. We also make available a variety of additional tools, equipment and services to assist our customers in configuring the local network access in their home or business to meet their particular needs. This allows AT&T customers to use devices of their choice (PCs, Smartphones, Tablets, Smart TVs, etc.) to connect to the broadband internet access services at their home or business via Wi-Fi, via the existing wiring at their premises or via such other compatible local networking technology as they may choose to select.

Customers of our mass market mobile services may attach 3G-, 4G-, and 5G-capable devices of their choice to our mobile broadband internet access services, so long as the devices are FCC-approved, compatible with the technology used in our mobile network, and do not harm our network or other

Exhibit 5.b

users. AT&T has retired its 2G network and we will not activate 2G-only capable devices. Our wired and Wi-Fi networks require compatible Ethernet or Wi-Fi capable devices. AT&T generally does not support IEEE2 802.11b or earlier Wi-Fi protocols. Devices must also be used in a manner consistent with our terms of service and Acceptable Use Policy. For example, some data plans are designated for use with only a basic phone or smartphone, in which case customers may not use their device to provide an internet access connection to other equipment/devices (such as computers, netbooks, tablets, other phones, USB modems, network routers, media players, gaming consoles, or other datacapable devices) by tethering, by SIM card transfer, or any other means. However, customers wishing to use their service with a mobile hotspot/tethering device may purchase a data plan that already includes such use.

Performance Characteristics

What factors affect the performance of my mass market broadband internet access service?

AT&T offers many mass market broadband internet access service options, each of which may have a different service capability speed. The term speed is commonly used as a shorthand way to describe the capacity at which a particular mass market broadband internet access service can transmit data. This capacity is typically measured in the number of kilobits, megabits or gigabits that can be transmitted in one second (Kbps, Mbps or Gbps). Some applications, like a short email without attachments or basic web browsing, do not require high service capability speeds to function optimally. Other activities, like transferring large data files, can be performed faster with higher-speed services. Your service capability speed may not be suitable for some applications, particularly those involving real-time or near real-time, high-bandwidth uses such as streaming video or video conferencing.

Because service performance varies on an end-to-end basis, AT&T's service capability speeds are limited to, and measured between, your location and a point on AT&T's network, which constitutes only one segment of the end to end transmission path connecting your location to internet websites or content providers. End-to-end performance of your service depends on a variety of factors, including: the number of subscribers simultaneously using the network; customer location; destination and traffic on the internet; Wi-Fi connectivity; the capabilities and performance of your Local Area Network (LAN); interference with high frequency spectrum on your telephone line; wiring inside your premises, office or apartment; the capacity or performance of your devices or modem; the server with which you are communicating; internal network management factors (including overhead, which refers to the various control and signaling data required to achieve the reliable transmission of internet access data); and the networks you and others are using when communicating.

Exhibit 5.b

AT&T offers a wide variety of services to its customers (including Voice over Internet Protocol (VoIP), Internet Protocol (IP)-video, unified messaging, Voice over LTE (VoLTE), enterprise networking, public safety (including FirstNet), and national security services. These services share AT&T's network infrastructure and may rely on network practices to assign different levels of priority dynamically or statically. Use of these services may affect the availability of network resources for broadband internet access services, and thus the performance of that service. For example, your service may be interrupted, delayed, or otherwise limited in the event of a disaster or emergency, or during periods of congestion, to accommodate the needs of national security and emergency preparedness personnel. In addition, although AT&T engineers its network to accommodate all users and user types based on a variety of factors, including average and anticipated peak usage of the network, many factors cannot be anticipated or are outside of AT&T's control. These factors can impact the availability of network resources for mass market broadband internet access services at any particular time. Consequently, AT&T does not guarantee the performance of your service on an end-to-end basis.

Other factors that are relevant to specific services include, but are not limited to, the following:

- Wired Services. Service performance may be affected by the wiring inside your premises, the distance between your premises and an AT&T central office, the capabilities of the device you are using to access the service, and the applications you use. For customers making use of in home Wi-Fi to connect to wired services, service performance may also be affected by a device's distance from the in home Wi-Fi antennae, the technology used by the Wi-Fi antennae to broadcast the in home Wi-Fi signal, the technology used to broadcast the Wi-Fi signal in the device being used, the number and activity level of devices connected via Wi-Fi at any given moment and features unique to the design and construction of your premises. In addition, to provide our U-verse TV customers with a consistently high-quality video service, the speed of AT&T broadband internet access service may be reduced when a customer is using his or her U-verse TV service in a manner that requires high bandwidth. Please click here for our AT&T Internet Terms of Service.
- Mobile Services. Service performance may be affected by your proximity to a cell site, the capacity of the cell site, the number of other users connected to the same cell site and the services they are using, the surrounding terrain, use inside a building or a moving vehicle, radio frequency interference, the capabilities of your device, applicable network management practices as discussed above, and the applications you use. In addition, AT&T has designed its wireless services to provide our customers with a high-quality voice experience during simultaneous voice and data sessions, which may affect data performance, including but not limited to a temporary reduction in speed to minimize the likelihood of dropped calls.

Exhibit 5.b

Nationwide Wi-Fi Hotspot Services. Wi-Fi hot spots are generally provided at a given site on behalf of the business owner or operator for the benefit of their patrons. It is common practice that the internet access is shared between both the business' patrons and the business' operational traffic. In some instances, business operational traffic may be prioritized to minimize the potential impact on critical communications, such as credit card processing. This prioritization may intermittently impact the speed available. Additionally, service performance may be affected by your proximity to a Wi-Fi hot spot, the capacity of the Wi-Fi equipment at the hot spot, the number of other users connected to the same site, the composition of the building where the hot spot is located (wood, concrete, etc.), radio frequency interference, the capabilities of your Wi-Fi capable device, the internet connection to the Wi-Fi hot spot, per-user bandwidth limits used to provide fair internet access at a hot spot, and speed tier options made available at the hot spot.

Where can I find information about the performance of my mass market broadband internet access service?

Because many different factors can affect the performance of your mass market broadband internet access service, AT&T does not guarantee specific performance levels (such as of speed or latency) for our mass market broadband internet access services. We strive to manage our network to provide you optimal performance. The performance you can expect to receive from the mass market broadband internet access services we offer is described below.

Speed

- Wired Service.
- AT&T offers mass market wired broadband internet access services in discrete speed tiers. Our mass market wired broadband internet access customers should expect to see service capability speeds consistent with the median speed of the speed tier of their service plan. PLEASE NOTE: The median speeds denote midpoints of speed values observed over a period of time, therefore there is an equal probability of any particular observed speed falling above or below the median speed at any given point of time.
- Please click <u>here</u> for a list of our wired service offerings and expected speeds. To find out which speed tier is well-suited for the types of applications you use most often, please click <u>here</u>.
- The table below sets forth data showing the expected and actual 24-hours median download and upload speeds for AT&T's mass market wired broadband internet access services, by transport technology type and speed tier. The "Expected Speed" for each Internet speed tier is the anticipated, theoretical speed, based on network design and engineering. "Actual Speeds" reflect the median of speed tests conducted between June 11th 2018 and July 6th 2018 by AT&T using a software tool installed on the AT&T provided home router for a statistically valid sample of the applicable speed tier which then measures network performance to the closest AT&T access point to the applicable customer.

Exhibit 5.b

		Expected Speed	s (in Mbps)	Actual Speeds (in Mbps)	
AT&T Speed Tier	Туре	Download	Upload	Download	Upload
Internet Basic 768	IPBB	0.8	0.4	0.8	0.3
Internet Basic 1.5	IPBB	1.5	1	1.7	0.3
Internet Basic 3	IPBB	3	1	3.4	1.3
Internet Basic 5	IPBB	5	1	5	0.9
Internet Basic 6	IPBB	6	1	6.9	0.9
Internet 10	IPBB	10	1	11.6	0.9
Internet 12	IPBB	12	1.5	14.3	1.4
Internet 18	IPBB	18	1.5	17.3	1.9
Internet 24	IPBB	24	5	31.1	4.8

Exhibit 5.b

Internet 25	IPBB	25	2	27.8	1.8
Internet 25	IPBB	25	5	30	6.4
Internet 45	IPBB	45	6	49.3	5.8
Internet 50	IPBB	50	10	56.8	12.5
Internet 75	IPBB	75	8	81.5	7.8
Internet 75	IPBB	75	20	80.8	19.9
Internet 100	IPBB	100	20	98.8	20.8

IPBB includes ADSL2+, VDSL2, G.Fast and Ethernet technologies delivered over a hybrid of fiber optic and copper facilities which provides subscribers with significantly faster download speeds compared to traditional DSL connections. All speed tiers are asymmetrical or the download/upload speeds are different.

In certain areas where AT&T has accepted Connect America Fund Phase II funding, IPBB includes internet delivered via bonded pair ADSL2+. Notwithstanding the results reported above, this configuration is designed to deliver download speeds of at least 10 Mbps and upload speeds of at least 1 Mbps.

AT&T Fiber is an ultra-fast broadband technology delivered over a fiber optic connection to the premises or to units within certain Multi-Dwelling Units (MDU). All speed tiers are symmetrical or the download/upload speeds are similar.

Exhibit 5.b

AT&T Speed Tier		Expected Speed	s (in Mbps)	Actual Speeds (in Mbps)	
	Type	Download	Upload	Download	Upload
Internet 5	Fiber	5	5	6.5	5.9
Internet 10	Fiber	10	10	12.9	12.1
Internet 25	Fiber	25	25	32.1	30.1
Internet 50	Fiber	50	50	64.1	61.8
Internet 100	Fiber	100	100	128.4	122.9
Internet 300	Fiber	300	300	379.6	342.7
Internet 1000	Fiber	1000	1000	939.7	827.9

AT&T DSL is a legacy internet access service based on Asynchronous Transfer Mode (ATM) digital subscriber line (DSL) technology. The legacy nature of the technology involved means that AT&T cannot test "Actual Speed" for AT&T DSL using the same software tool described above for IPBB and Fiber. As a result, the reported information for AT&T DSL speed tiers in the table below comes from data compiled by AT&T from the measured ATM DSL sync rates. AT&T DSL "Actual Speeds" are estimated to be 85% of the measured sync rate, based on accepted industry standards assuming a 15% overhead rate compared to measured ATM DSL sync rates.

Exhibit 5.b

AT&T DSL Speed Tier	Туре	Expected Speeds (in Mbps) Download	Actual Speeds (in Mbps) Upload	Download	Upload
FastAccess DSL Lite*, Fast Access DSL Direct Lite, High Speed Internet Basic, High Speed Internet Business Edition Basic**, High Speed Internet Business Edition Direct Basic**, FastAccess Business DSL Lite*, FastAccess Business DSL Direct Lite	DSL	0.768	0.256	0.653	0.218
FastAccess DSL Ultra*, Fast Access DSL Direct Ultra, High Speed Internet Express, High Speed Internet Business Edition Express**, High Speed Internet Business Edition Direct Express**, FastAccess Business DSL*, FastAccess Business DSL Direct	DSL	1.5	0.256	1.275	0.218

FastAccess DSL Xtreme*, Fast Access DSL Direct Xtreme, High Speed Internet Pro, High Speed Internet Business Edition Pro**, High Speed Internet Business Edition Direct Pro**, FastAccess Business DSL Plus*, FastAccess Business DSL Direct Plus	DSL	3	0.384	2.55	0.326
FastAccess DSL XtremePro*, Fast Access DSL Direct XtremePro, High Speed Internet Elite, High Speed Internet Business Edition Elite**, High Speed Internet Business Edition Direct Elite**, FastAccess Business DSL 6.0, FastAccess Business DSL Direct 6.0	DSL	6	0.512	5.1	0.435

• Fixed Wireless Service. AT&T's mass market fixed wireless broadband internet access service provides qualified households and small business with internet access service using LTE technology, an outdoor antenna affixed to the customer's premises and an indoor Wi-Fi gateway. The service is designed to provide high speed access to the internet with download speeds of at least 10Mbps and an upload speed of at least 1Mbps. It does not impose a maximum speed limit, and thus provides customers with the highest speed available at the customer's location and at a given point of time. Service performance may be affected by the customer's proximity to a cell site, the capacity of the cell site, the number of other users connected to the same cell site, the surrounding terrain, radio

Exhibit 5.b

frequency interference, applicable network management practices, and the applications used. As with wired services, customers making use of in home Wi-Fi to connect to fixed wireless broadband services may see their service performance affected by a device's distance from the in home Wi-Fi antennae, the technology used by the in home Wi-Fi antennae to broadcast the Wi-Fi signal, the technology used to broadcast the Wi-Fi signal, the number and activity level of devices connected via Wi-Fi at any given moment, and features unique to the design and construction of the customer's premises.

 The table below sets forth data showing the expected download and upload speeds for AT&T's mass market fixed wireless broadband internet access service.

	Download	Upload
Fixed Wireless Internet (10/1)	At least 10Mbps	At least 1Mbps

- Mobile Service. Most of AT&T's mass market mobile broadband internet access services do not impose maximum speed limits, and thus provide customers with the highest speed available from the network at a particular location and at a given point in time based on the capabilities of the customer's device, subject to the factors and the network management practices that can affect network performance, discussed above. Certain service plans include maximum data transmission rates for video and/or other data traffic. For example, the now grandfathered AT&T Unlimited Choice plan limits data transmission rates to 1.5Mbps for video and 3.0Mbps for other data traffic. Similarly, some AT&T plans provide customers a monthly per line allotment of mobile hotspot/tethering usage after which the data transmission rate for tethered data for that device will be limited to a significantly slower speed (e.g., 128Kbps) for the remainder of the bill cycle, as set forth in the terms of the plan.
- In no case does AT&T guarantee particular minimum speeds for its mass market mobile broadband internet access services. Speeds available are affected by many different factors that can impact wireless network performance as discussed above. Based on data compiled by AT&T through crowd-sourced speed tests, AT&T expects customers will typically experience the following speeds, subject to location, device, and other factors as discussed above (the range reported is based on the 25th to the 75th percentile, which means that the 25th percentile lower bound is the value below which 25% of the test readings were, and the 75th percentile upper bound is the value below which 75% of the test readings were):

Technology	Download Range (in Mbps)	Upload Range (in Mbps)
------------	--------------------------	------------------------

3G	1.5 – 4.8	0.3 – 1.1
4G	2.0 – 6.3	0.5 – 1.4
4G LTE	8.2 – 45.9	2.4 – 12.0

Nationwide Wi-Fi Hotspot Service. AT&T's mass market Wi-Fi broadband internet access service is designed to provide customers with the highest speed available from the network at any given point in time, subject to the many different factors discussed above that can affect network performance. AT&T's Wi-Fi services generally support the IEEE 802.11n/ac standard, with some AT&T locations also supporting the IEEE 802.11a/b/g standard. Although the IEEE 802.11 a/b/g/n/ac standards have theoretical maximum speeds ranging from over 10 Mbps to over a gigabit per second, actual Wi-Fi service speeds will be substantially lower than the theoretical maximum speeds which describe the physical throughput rate including Wi-Fi protocol communications; the result is that the theoretical maximum speed a customer can receive is 40%-50% of the quoted Wi-Fi standard speed. In addition to the factors discussed above, the actual speed experienced over Wi-Fi will depend in part on the speed of the connection between the Wi-Fi hotspot and the destination the customer wants to reach on the internet, which may be significantly below the theoretical maximum speed of the service. For more information about AT&T's mass market Wi-Fi broadband internet access services, please click here.

Latency

Latency, also known as delay, is the amount of time from when a data packet is sent to when it is received. For mass market broadband internet access services, latency is usually expressed as the round-trip time in milliseconds (ms) that it takes for a data packet to travel between two end points on the internet (from point A to point B and then back to point A). Some applications, such as email, can tolerate a substantial amount of latency without any noticeable impact on the application's performance. Other applications, such as real-time video conferencing, require lower latency levels to function properly. End-to-end latency reflects the cumulative effect of the individual latencies that occur along the end-to-end network path.

Although latencies can vary due to several factors, including some beyond AT&T's control, mass market broadband internet access service customers can typically expect the following round-trip latencies when accessing the internet:

Exhibit 5.b

- Wired Service.
- The table below sets forth data showing the median of actual latency for AT&T's mass market wired broadband internet access services, by transport technology and speed tier. Speed tests were conducted between June 11, 2018 and July 6, 2018.
- Actual latency reflects the median of latency tests conducted by AT&T using a software tool installed on the AT&T provided home router which measures network performance to the closest AT&T access point to the customer.

	Туре	Latency	
AT&T Speed Tier		ms	
Internet Basic 768	IPBB	106.1	
Internet Basic 1.5	IPBB	77.7	
Internet Basic 3	IPBB	51.3	
Internet Basic 5	IPBB	43.6	
Internet Basic 6	IPBB	41.1	
Internet 10	IPBB	43.4	

Exhibit 5.b

Internet 12	IPBB	37.3
Internet 18	IPBB	35.7
Internet 24	IPBB	30
Internet 25	IPBB	39
Internet 25	IPBB	32
Internet 45	IPBB	28
Internet 50	IPBB	28.9
Internet 75	IPBB	28.7
Internet 75	IPBB	31.3
Internet 100	IPBB	28.6

 Please note that IPBB includes ADSL2+, VDSL2, G.Fast and Ethernet technologies which provides subscribers with significantly faster download speeds compared to traditional DSL connections. All speed tiers are asymmetrical or the download/upload speeds are different.

Exhibit 5.b

AT&T Fiber is ultra-fast broadband technology delivered over a fiber optic connection to the premises
or to units within certain Multi-Dwelling Units (MDU). All speed tiers are symmetrical or the
download/upload speeds are the same.

		Latency	
AT&T Speed Tier	Туре	ms	
Internet 5	Fiber	22.1	
Internet 10	Fiber	17.8	
Internet 25	Fiber	11.7	
Internet 50	Fiber	11	
Internet 100	Fiber	10.6	
Internet 300	Fiber	14	
Internet 1000	Fiber	10.6	

• For speed tiers based on legacy ATM DSL technology, the reported information in the table below comes from data compiled by the FCC's Measuring Broadband America (MBA) initiative between Jan

Exhibit 5.b

1st 2017 and June 30th 2018. For more information about the FCC's MBA initiative, including how speeds are measured, go to www.fcc.gov/measuring-broadband-america.

		Latency
Speed Tiers	Technology	ms
FastAccess DSL Lite*, Fast Access DSL Direct Lite, High Speed Internet Basic, High Speed Internet Business Edition Basic**, High Speed Internet Business Edition Direct Basic**, FastAccess Business DSL Lite*, FastAccess Business DSL Direct Lite	DSL	71.7
FastAccess DSL Ultra*, Fast Access DSL Direct Ultra, High Speed Internet Express, High Speed Internet Business Edition Express**, High Speed Internet Business Edition Direct Express**, FastAccess Business DSL*, FastAccess Business DSL Direct	DSL	43.5
FastAccess DSL Xtreme*, Fast Access DSL Direct Xtreme, High Speed Internet Pro, High Speed Internet Business Edition Pro**, High Speed Internet Business Edition Direct Pro**, FastAccess Business DSL Plus*, FastAccess Business DSL Direct Plus	DSL	32.7

Exhibit 5.b

FastAccess DSL XtremePro*,		
Fast Access DSL Direct XtremePro,		
High Speed Internet Elite,		
High Speed Internet Business Edition Elite**,	DSL	31.8
High Speed Internet Business Edition Direct Elite**,		
FastAccess Business DSL 6.0,		
FastAccess Business DSL Direct 6.0		

- Fixed Wireless Service.
- The table below sets forth data showing the actual latency of AT&T's mass market fixed wireless broadband internet access service. Service performance may be affected by the user's proximity to a cell site, the capacity of the cell site, the number of other users connected to the same cell site, the surrounding terrain, radio frequency interference, applicable network management practices, and the applications used.

	Latency
Fixed Wireless Internet	100ms or less

- Mobile Service:
- Based on data compiled by AT&T through crowd-sourced performance tests, AT&T expects customers will typically experience the following latency, subject to location, device, and other factors as discussed above (the range reported is based on the 25th to the 75th percentile, which means that the 25th percentile lower bound is the value below which 25% of the test readings were, and the 75th percentile upper bound is the value below which 75% of the test readings were):

Technology	Latency Range in milliseconds

3G	56 – 101
4G	52 – 89
4G LTE	32.5 – 51

- Nationwide Wi-Fi Hotspot Service.
- Approximately 10 to 250 milliseconds

Commercial Terms

Where can I find the prices and other fees that apply to the AT&T mass market broadband internet access services?

Descriptions of the prices and fees applicable to the AT&T mass market broadband internet access services are available on the AT&T website. For more information, please see the following:

Rates and Data Plan Pricing Information

- Consumer Internet Rates and Data Plans and Fees (Wired and Fixed Wireless)
- Consumer Mobile Rates and Data Plans and Fees
- Small Business Fixed Wireless Internet Data Plan and Rates and Fees
- Small Business Wired Rates and Fees
- Small Business Mobile Rates and Data Plans and Fees
- Nationwide Wi-Fi Rates

Early Termination Fees

Exhibit 5.b

- Consumer Mobile Early Termination Fees
- Consumer Wired Early Termination Fees
- Small Business Wired Early Termination Fees
- Small Business Mobile Early Termination Fees
- Wi-Fi Small Site, Wi-Fi On-the-Go, and Wi-Fi Ready Zone products do not have Early Termination Fees

Where can I find the Terms of Service and the Acceptable Use Policy that apply to the AT&T mass market broadband internet access services?

The Terms of Service and Acceptable Use Policy applicable to the AT&T mass market broadband internet access services are available on the AT&T website at the following links:

Terms of Service

- Internet Consumer and Small Business Wired and Fixed Wireless
- Consumer Mobile Postpaid
- AT&T PREPAIDSM
- Small Business Mobile
- Nationwide Wi-Fi

Acceptable Use Policy

Wired, Mobile & Wi-Fi

Does AT&T have a privacy policy for its mass market broadband internet access services?

Yes. At AT&T, we take our customers' privacy very seriously. We have a comprehensive Privacy Policy that applies to all uses of AT&T products and services. This Privacy Policy identifies and describes the way AT&T uses and protects the information we collect about customers and users. You can view the AT&T Privacy Policy at www.att.com/privacy.

Where can I get assistance if I have a concern or need more information about my AT&T broadband internet access service?

If you have questions or concerns about your mass market AT&T broadband internet access service, please contact us at www.att.com/contactus.

Where can application developers and device manufacturers get more information about developing applications or devices for use on the AT&T mobile network?

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If you are an application developer or device manufacturer, AT&T has a wide range of tools and resources available to help you design, test, and market your applications or devices. Please click here to visit our website for application developers, and click here to visit our website for device manufacturers.

Where can I get assistance if I have a concern or need more information about peering with AT&T?

If you have questions about peering with AT&T, please contact us at http://www.corp.att.com/peering.

Exhibit 5.b



Speed Tiers

†† Internet speed claims represent maximum network service capabilities. Actual customer speeds may vary based on a number of factors and are not guaranteed. Download speeds are (typically up to 940Mbps for Internet 1000 due to overhead capacity reserved to deliver the data). For more information, go to www.att.com/speed101.

Wired Internet

ATOT Creed Tier	Tymo	Expected	Speeds††
AT&T Speed Tier	Туре	Download	Upload
Internet Basic 768	IPBB	0.8	0.4
Internet Basic 1.5	IPBB	1.5	1
Internet Basic 3	IPBB	3	1
Internet Basic 5	IPBB	5	1
Internet Basic 6	IPBB	6	1
Internet 10	IPBB	10	1
Internet 12	IPBB	12	1.5
Internet 18	IPBB	18	1.5
Internet 24	IPBB	24	3
Internet 25	IPBB	25	2
Internet 25	IPBB	25	5
Internet 45	IPBB	45	6
Internet 50	IPBB	50	10
Internet 75	IPBB	75	8
Internet 75	IPBB	75	20
Internet 100 I	IPBB	100	20

ATOT Conned Ties	T	Expected Speeds†		Speeds††
AT&T Speed Tier T	Туре	Download	Upload	
Internet 5	Fiber	5	5	
Internet 10	Fiber	10	10	
Internet 25	Fiber	25	25	
Internet 50	Fiber	50	50	
Internet 100	Fiber	100	100	
Internet 300	Fiber	300	300	
Internet 500	Fiber	500	500	
Internet 1000	Fiber	940	1000	

ATOT Creed Tier	Туре	Expected Speeds††	
AT&T Speed Tier		Download	Upload
FastAccess DSL Lite*, Fast Access DSL Direct Lite, High Speed Internet Basic, High Speed Internet Business Edition Basic**, High Speed Internet Business Edition Direct Basic**, FastAccess Business DSL Lite*, FastAccess Business DSL Direct Lite	DSL	0.768	0.256

https://www.att.net/speedtiers 1/2

Exhibit 5.b



Notes:

- IPBB includes ADSL2+, VDSL2, G.Fast and Ethernet technologies delivered over a hybrid of fiber optic and copper facilities which provides subscribers with significantly faster download speeds compared to traditional DSL connections. All speed tiers are asymmetrical or the download/upload speeds are different.
- AT&T Fiber is an ultra-fast broadband technology delivered over a fiber optic connection to the premises or to units within certain Multi-Dwelling Units (MDU). All speed tiers are symmetrical or the download/upload speeds are similar
- · FastAccess DSL" packages are available in: AL, FL, GA, KY, LA, MS, NC, SC and TN

Fixed Wireless Internet

Fixed Wireless services provide qualified households and small businesses with high-speed Internet service via LTE technology, an outdoor antenna and indoor Wi-Fi Gateway

	Download	Upload
Fixed Wireless Internet(10/1)	At least 10Mbps	At least 1Mbps

Notes:

Service performance may be affected by your proximity to a cell site, the capacity of the cell site, the number of other users connected to the same cell site, the surrounding terrain, radio frequency interference, applicable network management practices, and the applications you use.

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2/2 https://www.att.net/speedtiers

Internet Data Calculator Back to Internet usage Estimate your monthly data usage Use the sliders below to estimate how much usage, on average, your monthly Internet activities take. Or click a data amount on the bar on the right to see a preset data package. Your Estimated Monthly **Data Usage** Emails sent and received* 0 Emails Hours of streaming music 0 Hours **1**TB Hours of surfing the web 0 Hours Social media posts with photos 0 posts Hours of streaming standard-definition video SD 0 Hours Hours of streaming high-definition video HD 0 Hours Hours of streaming 4K video 4K 150GB 0 Hours Time spent online gaming 0.00GB 0 Hours *Represents 75% of emails with no attachments and 25% of emails Reset data calculator with attachments. myAT&T app*** Instantly track data usage, and review and pay your bill from your smartphone or tablet. How we estimate Learn more > The examples below provide a general guideline for the amount of data used for each activity: Check your usage Data Size Activity Sign in to myAT&T to view your data usage. to view actual usage. **20KB** 1 email (no attachments) 1 email (with standard attachments) 300KB 1 min. of surfing the web 250KB(15MB/hr.) 4MB 1 song downloaded 1 photo upload to social media 5MB 1 min. of streaming standard-definition video 11.7MB (700MB/hr.)

Exhibit 5.c

1 min. of streaming high-definition video 41.7MB (2500MB/hr.)

1 min. of streaming 4K video 97.5MB (5850MB/hr.)

200KB (12MB/hr.) 1 min. of online games

Keep in mind that these examples are just estimates based on typical file sizes. Your

usage may vary. **
1MB = 1,000KB approximately 1GB = 1,000MB approximately 1TB = 1,000GB approximately

How does video affect data use?

Activity	150GB	215GB	1TB
TV & Movies	Watch 75 hours of SD TV AND stream 90 SD or 25 HD movies	Watch 75 hours of SD TV AND stream 100 SD or 35 HD movies	Watch 400 hours of SD TV AND stream 720 SD or 200 HD movies
Data	Plus, with any of these data amounts, you can: Send/receive over 10,000 emails Download/upload over 1,000 medium-sized photos on a social media site like Facebook Download over 1,000 MP3 songs Watch over 1,000 standard quality YouTube videos		

**The total bandwidth required for the data you send and receive over your home network counts toward your data plan. This includes, but isn't limited to, software update requests, email notifications, and resend requests. Individual usage results may vary based on the applications you use.

***Activation requires online account registration. The myAT&T app is available for Apple® iPhone®, Blackberry®, Windows®, and Android® OS-supported devices. Access to myAT&T mobile websites depends on device operating systems, mobile browsers, and device attributes.

Home internet data usage information

Home internet data usage includes all data that you send and receive on your AT&T Internet, both wired and Wi-Fi. Learn how to manage, monitor, and estimate future data usage.

***** WATCH AND LEARN

How Much Data Do I Need?

AT&T provides tools to help you find the perfect data plan or change your existing one. You can also track your data usage with the AT&T Data Calculator.



How Much Data Do I Need? 3:20

DETAILED INFO

Data allowances and usage information

Why does AT&T have a data usage allowance for internet customers?

This program is designed to help keep internet service affordable for our broad base of customers given the rapidly increasing volume of data-rich internet traffic.

What do you mean by data usage?

Usage includes all the data you receive (download) or send (upload). If you access the internet through your home network, wired or Wi-Fi, using any device (including smartphones), that will be included in your data usage.

This includes software updates, email notifications, and social media posts. Individual usage results may vary based on the applications you use and the content you access. For example, if your emails have large attachments, the usage for that application may exceed what we have estimated in the data

calculator.

For DSL, in some cases, AT&T is unable to measure your data usage due to system limitations. In that case, you will be unable to determine your usage using the data tracker, and AT&T will not charge you for usage over your data allowance.

- Learn how to check your internet data usage.
- Learn how to estimate your future data usage with the Internet Data Calculator.

What is a gigabyte?

A gigabyte measures the amount of data you send and receive over the network – not the amount of time spent connecting to the internet. A gigabyte (GB) is 1,073,741,824 bytes, 1,048,576 kilobytes, or 1024 megabytes.

Approximately 50,000 single-page emails without attachments, for example, would equal about 1GB. Watching an 80-minute movie in standard definition or about 20 minutes of a TV show or movie in high-definition each equals about 1GB.

What are the data allowances?

AT&T internet service data allowances include the following:

- 150 Gigabytes (GB) per month for customers with DSL service.¹
- 170GB per month for customers with Fixed Wireless Internet service.
- 1 Terabyte (TB) per month for internet speed tiers up to and including 768 Kilobits per second (Kbps) through 300 Megabits per second (Mbps).
- Unlimited home internet data for customers with the internet 1000Mbps speed tier, combined bills for home internet and U-verse TV or DIRECTV as a benefit of bundling, or the \$30 unlimited usage option. Learn more about <u>unlimited home internet data</u>.

I don't know my current internet speed tier or plan name ... how can I find out?

Your internet speed tier and plan name can be found by signing into myAT&T from your computer or mobile device.

- 1. Go to Account overview.
- 2. Find and select one of the following to see your internet speed tier:
 - My Internet
 - My DSL Internet

Will spending a lot of time on the internet make me go over my allowance?

The types of activities performed matter more than the time spent online. For example, so-called datarich activities, such as streaming video, may use more data than sending emails.

Help me understand more about what I can do within my allowance each month.

First, find your data allowance in the table below, then read down the column for details about how that number translates into monthly activities.

Usage comp	Usage comparisons for all data allowances/internet speed plans				
Activity	150GB	160GB	1ТВ		
Web browsing	10,000+ pages	10,000+ pages	10,000+ pages		
Email	10,000+ emails	10,000+ emails	10,000+ emails		
Social media	10,000+ image downloads/uploads	10,000+ image downloads/uploads	10,000+ image downloads/uploads		
Music	1000+ MP3 song downloads	1000+ MP3 song downloads	1000+ MP3 song downloads		
YouTube	1000+ standard videos	1000+ standard videos	1000+ standard videos		
TV & movies	75 hours SD TV and 90 SD or 25 HD movies	75 hours SD TV and 100 SD or 28 HD movies	400 hours SD TV and 720 SD or 200 HD movies		

If I use Wi-Fi, does that count as usage?

If you access your residential internet over your Wi-Fi home network using any type of device (including smartphones and some home automation equipment), that counts as AT&T internet data usage. However, if you access the internet via a public or commercial Wi-Fi hotspot, that access does not count as usage.

Can anyone who doesn't live in my home affect my bandwidth usage?

That depends. AT&T Wi-Fi gateways are secured. If you have some other gateway or router and have not secured it, someone nearby with a computer or other Wi-Fi enabled device could access your home network, use your high-speed internet, and increase your usage. Common encryption protocols, such as Wireless Encryption Protocol (WEP) or Wi-Fi Protected Access (WPA), can provide additional security. Learn how to secure your AT&T-provided devices. Others can check their manufacturer's support website for help in securing their Wi-Fi gateway.

I have an AT&T MicroCell, which uses high-speed internet in my home to boost wireless voice and data signals. Will that wireless usage count against monthly usage allowance?

No, the wireless traffic from an AT&T MicroCell is not included in your AT&T Internet data usage allowance. To help ensure accurate billing, you should register your AT&T MicroCell account and

residential AT&T Internet account at <u>www.att.com/internet-usage-MicroCell</u>. If you have Fixed Wireless Internet or internet service with another provider, you do not need to register your account, and MicroCell usage will count against your monthly usage allowance.

Will using wireless TV receivers count against my monthly usage allowance?

No – viewing standard video content through a wireless U-verse TV or DIRECTV receiver connecting to your Wi-Fi gateway won't count as data usage. Pay-per-view video, software updates, and DVR schedule data count as data usage.

Customers who subscribe to both services and pay for it on a single bill will receive unlimited home internet data. To combine bills at no additional cost, a customer should visit https://example.com/attended-notes bills at no additional cost, a customer should visit https://example.com/attended-notes bills at no additional cost, a customer should visit https://example.com/attended-notes bills at no additional cost, a customer should visit https://example.com/attended-notes bills at no additional cost, a customer should visit https://example.com/attended-notes bills at no additional cost, a customer should visit https://example.com/attended-notes bills at no additional cost, a customer should visit https://example.com/attended-notes by-new-combine-my-bills at no additional cost, and attended-notes by-new-combine-my-bills.

Will using AT&T applications count toward my data usage?

Yes, using some TV, mobile, tablet, and wearable applications may generate a small amount of usage. Following is a partial list of U-verse TV and AT&T applications that use the internet and will have an impact on usage when connected to your AT&T home network:

U-verse TV and AT&T applications that use the internet			
U-verse TV apps	iHeart Radio, U-verse Social, Food Network, Home Shopping Network, Interactive Workout, Karaoke TV app, Masters, Olympics, Santa Tracker, Stingray Music, Tumblebooks, TV Everywhere, U-verse Games, U-verse app for iOS, Android, or Amazon devices, Weather on Demand, What's Trending.		
U-verse TV mobile, tablet, and wearable app	U-verse app for iOS, Android or Amazon devices.		
AT&T apps and facilities	myAT&T, Smart Home Manager, Digital Life, U-verse TV Poster Art.		

Will using DIRECTV count toward my data usage?

Some DIRECTV features will count towards your data usage. These include:

- Pay Per View
- OnDemand
- 4K programming

If I stream DIRECTV on my devices over my home Wi-Fi, will this count toward my data usage?

If you stream DIRECTV on your mobile device over your home internet service Wi-Fi connection, usage will count towards your home internet monthly data usage.

Will using DIRECTV NOW count towards my data usage?

DIRECTV NOW is an over-the-top streaming service. All streaming over your home internet, wired or Wi-

Fi, will count towards your home internet monthly data usage.

Will using SamKnows count toward my data usage?

If you are a participant in the SamKnows/FCC program, your usage levels may be impacted by the speed tests that are run. Show less

Additionally, other speed test sites may impact your home data usage.

Check and manage data usage

How do I measure the amount of data I'm using?

A variety of free tools and communications are available to help you monitor and manage your data usage at our internet usage page.

For example, you can learn which internet activities have the largest impact on usage. Other aids include the AT&T Data Calculator, the myAT&T app, instructional videos, the proactive email notifications we'll send about your data usage, and ongoing customer communications pieces.

Sign in to myAT&T via the website or smartphone app to monitor usage and to view historical usage levels with a usage meter. This meter tracks all data uploaded and downloaded with internet-connected devices on your home network.

Is there anything else I need to know before looking over my personal usage?

A password is needed to access your information. This protects your confidential customer information. The sign-in is your AT&T primary account email address. For example, john smith@att.net. The password is the same password you use to access your att.net homepage and att.net email account.

How often does AT&T update usage data?

Usage data is pulled from the network every 4 hours for most customers and at 15-minute increments for higher-usage customers.

Usage information for the first day of a new bill cycle may not be available for viewing until later on the first day of the new bill cycle. Time shown in the usage display is in terms of the GMT (Greenwich Mean Time) time zone which is behind the U.S. time zones. For example, if you are in the CST time zone (Central Standard Time), CST is 5 hours behind GMT. So when it is 10 a.m. CST, the time will be displayed as 3 p.m.

If I decide I want to start routinely checking on my usage, is anything available to make it simple?

You can view and manage your home internet usage through myAT&T. This portal also enables you to download your most recent AT&T bill, which also includes additional usage details.

What if I want to estimate my usage in the future? Is that possible?

Yes. We're providing several tools to help. You can quickly estimate the amount of data your favorite activities use by visiting the AT&T Data Calculator. The calculator can also help estimate approximate monthly usage.

How do I know if I went over, or if I'm about to go over?

If you don't receive a notice from AT&T, it means you won't incur additional charges for exceeding the monthly data allowance.

To help advise you of your usage, we'll provide a total of seven notices before additional charges will affect the bill. Notices are sent at 100% usage in the first month, and 65%, 90% and 100% usage in subsequent months.

Can you provide more information on how I'm notified about approaching or exceeding the data allowance?

You'll receive an email notice during the first billing cycle in which you exceed the monthly data allowance, but you will not be charged. In the following billing cycle, you'll receive notices any time usage reaches 65%, 90% and 100% of the allowance, but you will not be charged. During later billing cycles you'll receive notices when usage reaches 65%, 90% and 100% of the allowance.

Where will notifications about my usage be sent?

You'll receive email notices about your home internet usage at the primary email address you set up when you registered for service. AT&T sends a letter by U.S. mail if we cannot reach you by email or do not have your email address.

Is there a way to check what I have as my primary email address? What if I need to change it? Your att.net email address can be found by signing into myAT&T.

- 1. Go to Account overview.
- 2. Find and select the My Internet or My DSL Internet section.
- 3. Select **Manage my plan** under My Plan,
- 4. Choose one of the following. If you have:
 - Internet service. Next to your plan name, select **Plan details**. Then in the My email address section, find the address marked primary.
 - DSL service. In the Email accounts section, the email on file should be marked as primary.

What happens if I exceed the allowance?

As data usage exceeds the additional allowance in a single bill cycle, you'll receive another 50GB of data for \$10 up to a maximum monthly overage charge of \$100 for AT&T Internet or \$200 for DSL and Fixed Wireless Internet.

If I go over my monthly data allowance, when will usage charges appear on my bill?

The usage measurement is based on your billing date. If usage charges are incurred they will be outlined on AT&T bills after usage takes place. Depending on your billing date and when you exceeded your data allowance in your billing cycle, it may take one to two billing cycles before charges appear on the bill. If you go over the monthly data allowance for a third time, charges for the additional data typically appear on the following month's bill.

How do you know that your usage measurement is accurate?

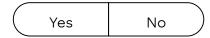
A dedicated team of trained and specialized AT&T lab engineers thoroughly review and check the accuracy of our system on a regular basis.

Is AT&T implementing these data allowances to make customers pay more for the same service?

No. The monthly data allowances have been in place for all AT&T Internet customers since 2011. We anticipate that most customers will rarely go over their current monthly data allowance.

<u>Show less</u> **See all important details**

Did you get the help you needed?



Looking for more info?

Check your internet speed

Additional help

Community discussion

Re: Internet Usage Tracker shows usage for next day

Solved by JefferMC

@Nymeria u-verse-high-speed-internet | Apr 21 2018 4:41 PM | 376 Views wrote: Thank

you. So are you saying that the internet usage tracker starts at 6:00pm PDT and ends at 5:59pm PDT? PDT is UTC-7, so it should start at 5:00 pm PDT and end the next day at 4:5 ...Go to discussion

How can The Community help you today?

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Business customers Ver en español

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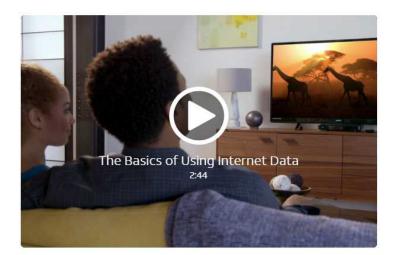
Site map

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Home Internet usage

Worry free! Our plans offer more data than most of our customers use.



Data usage basics

We measure data in gigabytes. That's the amount of data you download and upload from all the connected devices in your home each month. Each of our plans comes with a monthly data allowance.

AT&T Internet plans

You will receive an email notice the first time your usage exceeds the monthly data allowance. In subsequent months we will continue to send you alerts if your usage approaches or exceeds the amount of data included in your plan. If you exceed your monthly data plan a third time (bill cycle), and as our agreement provides, we'll charge you \$10 for each additional 50GB of data provided to you that month. The maximum overage charge is \$100 a month for AT&T Internet and \$200 a month for DSL and Fixed Wireless Internet

A \$30 unlimited data allowance is also available for AT&T Internet customers to purchase as an optional feature of your Internet service. Or if you purchase DIRECTV or U-verse TV service with your Internet service on a combined bill, you will receive an unlimited usage allowance. That's a \$30 value at no additional charge as part of the discount. This is only available for AT&T internet, not DSL or Fixed Wireless Internet.

Internet data usage FAQ

- AT&T Internet and DSL Terms of Service
- Fixed Wireless Terms of Service

Monthly data allowance by speed

Broadband Service Product	Monthly data allowance ¹
DSL (\$200 max/mo.) ²	150GB
Fixed Wireless Internet (\$200 max/mo.)	215GB
Internet Basic 768kbps - Internet 300 (\$100 max/mo.)	1TB
Internet 1000 (\$100 max/mo.)	Unlimited

¹Effective 8/21/2016

²Includes:

AT&T High Speed Internet Basic / FastAccess DSL Lite, AT&T High Speed Internet Express / FastAccess DSL Ultra, AT&T High Speed Internet Pro, AT&T High Speed Internet Elite / FastAccess DSL XtremePro

More about Internet data usage

Data calculator

Check your usage

Usage tips

How much data do I need?

Some things to keep in mind as you estimate your data:

Downloading an HD movie is very data heavy, but sending a simple text email uses hardly any data at all.

Streaming video or music uses data that can add up quickly.

Launch data calculator

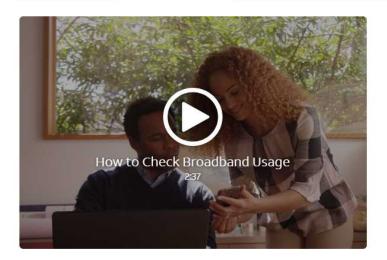


More about Internet data usage

Data calculator

Check your usage

Usage tips



Monitor your use regularly if you use a lot of data.

Going over your data plan may cause extra charges, so if you use a lot of data, you'll want to check it regularly.

How we'll help

- We'll send you email alerts when your usage reaches 65%, 90%, and 100% of your monthly data allowance. We'll also send you an email the first time your usage exceeds the data plan. (Charges apply the third time you exceed your plan threshold.)
- We provide a data calculator to help you estimate your monthly data usage, so you can choose a plan that fits your needs.
- We display your current usage in myAT&T, our online account management site, or in the myAT&T app on your mobile device.
- We give tools and tips to secure your network, guard against viruses and intruders, and use parental controls.
- Use lots of data? Explore our Internet data plans. Only available if for AT&T Internet, not DSL or Fixed Wireless Internet.

You can also sign in to your account on myAT&T to:

- · Check your current usage within 24 hours.
- · See data usage levels for each day.
- · Data usage summarized by month.

Data calculator

Check your usage

Usage tips

Tips for controlling your data use

Save your data by controlling your activity at home and by keeping the bad guys off your network.





Secure your connection

One of the most important things you can do to manage your usage is to secure your network to keep others from using it without your permission.

Secure your Wi-Fi network



Defend your devices

Don't let your connected devices become zombies for hackers, spammers, and virus spreaders. Use our free AT&T Internet Security Suite powered by McAfee®. This service is only available if you have AT&T Internet or DSL, not Fixed Wireless Internet.

 Defend against viruses and intruders



Take control

Don't want to go over your data limit? If you have AT&T Internet or DSL, you can use the Parental Controls feature of the AT&T Internet Security Suite powered by McAfee. Not available for Fixed Wireless Internet.

Get the Internet Security Suite

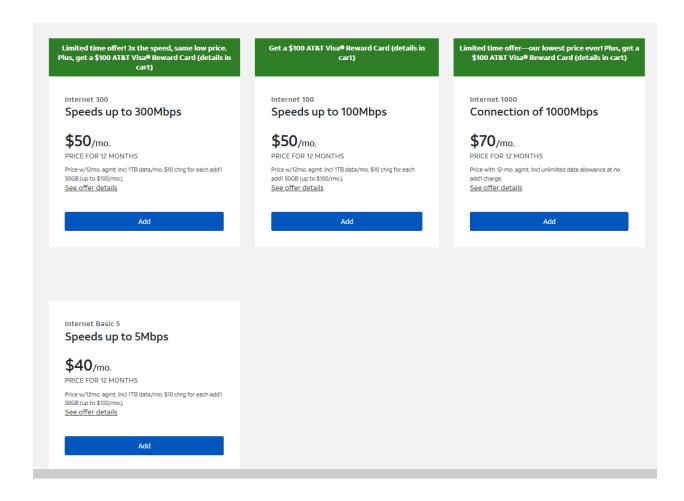


Understand Internet usage

Understanding how much data you use can help you avoid overages. Activities like online gaming, streaming movies and TV shows, and music downloads contribute to your data use. It's not how long you're on the Internet but what you do while you're there that determines how much data you use.

Learn about Internet data usage

Exhibit 5.f



Choose an internet plan

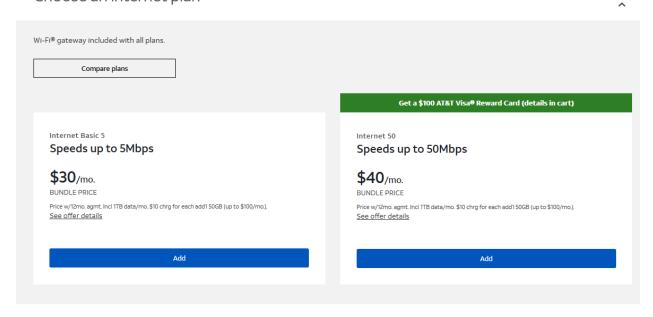
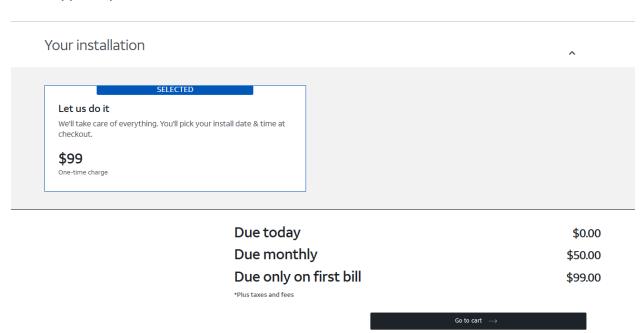
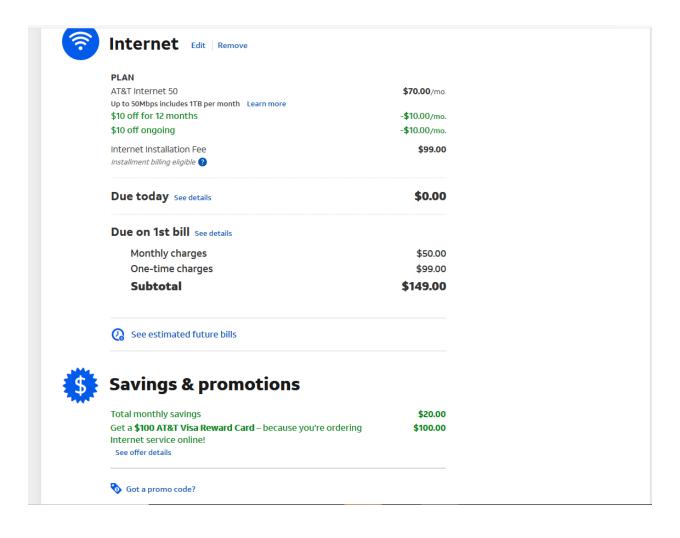
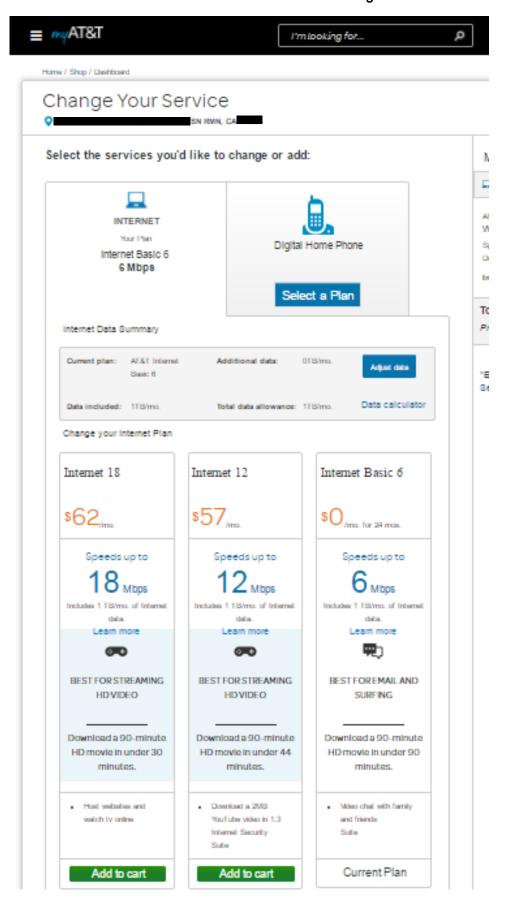


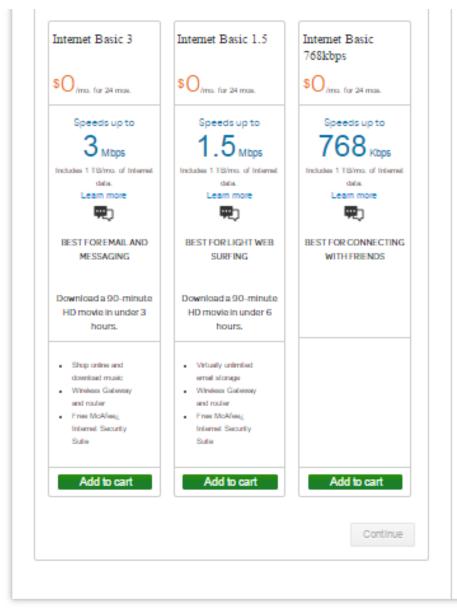
Exhibit 5.f

Support options

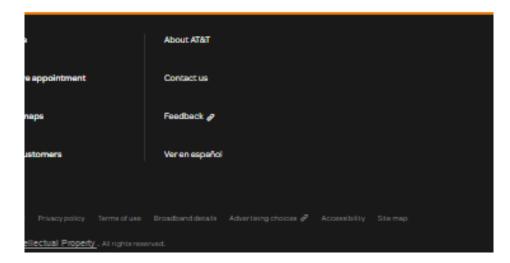


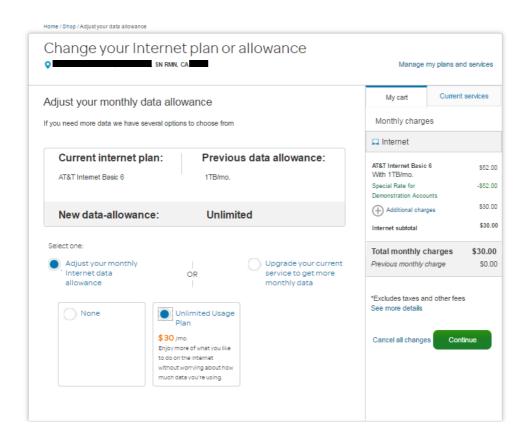






AT&T U-verse Terms of Service | DIRECTV Terms of Service





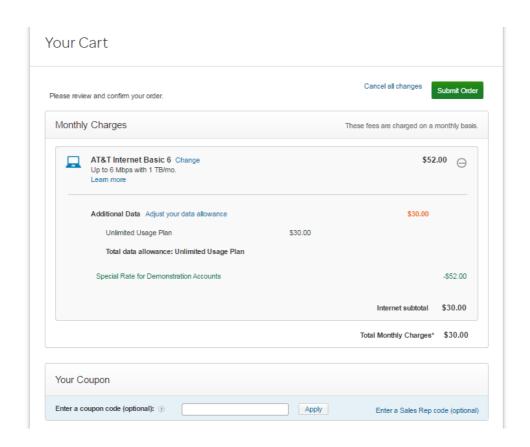
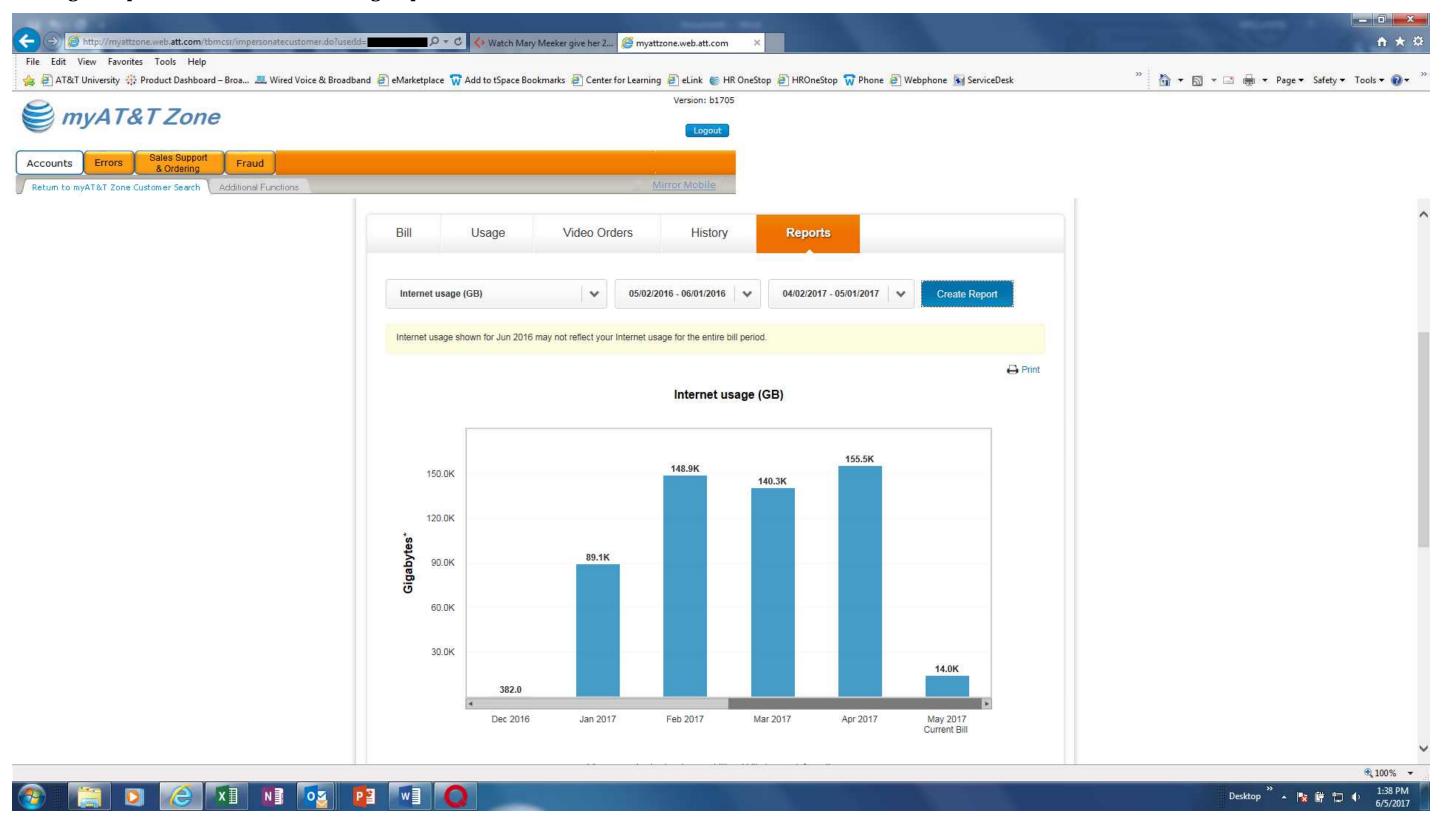


Exhibit 5.h

Selecting the Reports Menu for a Year to Date Usage Report:



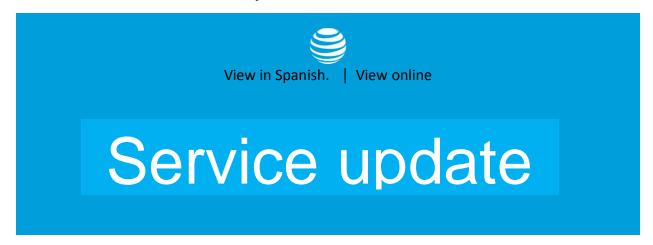


Unlimited data allowance? Yep, all yours.

Surf and stream anything, including DIRECTV NOW, all you want without going over your home internet plan data allowance - (\$30 value) at no additional charge.3

Internet data usage includes all the data you receive (download) or send (upload) on your AT&T internet, both wired and Wi-Fi^a. Individual usage results may vary based on the applications and content you access. If you cancel DIRECTV NOW, then we'll remove the unlimited home Internet data, and you'll return to your current monthly data allowance.

SUBJECT LINE: Good news about your Internet service!



Hello,

Good news about your internet service! Since you added DIRECTV NOW⁵™ to your internet service, we're giving you unlimited home internet data at no additional cost. ¹ Unlimited data can be used for anything, not just for streaming DIRECTV NOW.

We already added the unlimited home internet data allowance to your account so there is nothing for you to do, except use it.

Just keep both services at your current address to keep unlimited home Internet data allowance. ² That's all!

If you cancel DIRECTV NOW, then we'll just remove the unlimited home Internet data, and you'll return to your current monthly data allowance. You can add it back at any time for \$30 per month or by bundling your internet service with another qualifying AT&T product. ³

Already paying unlimited home Internet data allowance? On your next bill the unlimited home Internet data allowance option for \$30 per month will be replaced with a new line item showing no charge.

Questions? Call us at 800.288.2020 for more details.

That's it! Enjoy your unlimited home data!

AT&T

- ¹ Internet data usage includes all the data you receive (download) or send (upload) on your AT&T internet, both wired and Wi-Fi®. Individual usage results may vary based on the applications and content you access. Monthly data allowances vary depending on your current internet speed / service and could generate overage charges.
- ² You can also maintain eligibility for unlimited home internet data by maintaining DIRECTV or U-verse® TV and AT&T Internet at the same location.
- ³ Unlimited home internet data is also included with our Internet 1000 service or can be purchased separately for \$30 per month. The switch from 1TB per month allowance to unlimited data usage allowance will appear on your account within 2 bill periods.

PLEASE DO NOT REPLY TO THIS MESSAGE

This is an automated email. If you reply to this address, we won't get it. Questions? Call us at the number shown in this email or go to att.com/contactus for more options.

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State/National	Organization Name	City/Communty Served	Organization Website
AL	100 Black Men of America Greater Huntsville Chapter	Huntsville	http://www.100bmogh.com/
AL	AARP Alabama	Statewide	https://states.aarp.org/region/alabama/
AL	AARP Montgomery	Montgomery	https://local.aarp.org/montgomery-al/
AL	Alabama Department of Education	Statewide	http://www.alsde.edu
AL	Alabama Department of Senior Services	Statewide	http://www.alabamaageline.gov/
AL	Bay Area Food Bank	Theodore	https://feedingthegulfcoast.org/
AL	Birmingham Urban League	Birmingham City & Jefferson County	http://birminghamul.org/
AL	CATCH, Inc. (Coalition Against The Cycle of High School	Montgomery	https://www.manta.com/c/mr4wyh9/catch-coalition-against-the-
	Dropouts)		cycle-of-high-school-drop-outs
AL	Community Action Agency of South Alabama	Daphne	http://www.caaofsa.org/
AL	Department of Human Resources	Statewide	http://www.dhr.state.al.us
AL	Home of Grace for Women	Eight Mile	http://homeofgraceforwomen.com/
AL	Institute of Emerging Leaders, Inc Southeast Alabama Chaper		http://ieleaders.com/
AL	Jefferson County Housing Authority	Birmingham City & Jefferson County	https://www.jcha.com/
AL	NAACP	Statewide	http://alnaacp.org/
AL	North Alabama African American Chamber	Huntsville	http://www.naaachamber.org/
AL	Priority Solider Inc.		http://prioritysoldier.net/
AL	River Region Boys & Girls Club	Montgomery	http://www.bgcriverregion.org/
AL	Ronald McDonald House Charities	Mobile	https://www.rmhc.org/
AL	SKIP, Inc. (Save Kids of Incarcerated Parents)	Hope Hull	http://www.skipinc.org/
AL	Town of Triana - Mayor Mary Caudle	Town of Triana	http://townoftriana.com/
AL	Village of Promise	Huntsville	http://villagepromise.com/contact-us/
AR	Antioch for Youth and Family	Fort Smith, AR	http://www.antiochyouthandfamily.com
AR	AR Advocates for Children & Families	Statewide	http://www.aradvocates.org/
AR	Arkansas Department of Human Services (DHS)	Statewide	http://www.humanservices.arkansas.gov
AR	Arkansas Food Bank	Statewide - AR	https://arkansasfoodbank.org/
AR	Arkansas Northeastern College - Community Relations	Blytheville, AR	http://www.anc.edu
	/ Opportunity Bus Program		
AR	Arkansas Single Parent Scholarship Fund	Statewide	http://www.aspsf.org/
AR	Bentonville Public Schools	Bentonville, AR	https://www.bentonvillek12.org/AboutBentonvilleSchools
AR	Better Business Bureau of Arkansas	Statewide - AR	http://www.bbb.org/ar
AR	Bost, Inc.	Western AR - primarily Fort Smith &	http://www.bost.org
		Sebastian Coun	
AR	Boys & Girls Clubs of Central Arkansas	Little Rock / North Little Rock	http://www.arclubs.org/default.aspx
AR	Child Care Aware of NWA	Northwest AR	http://www.nwachildcare.org
AR	CityYear - Little Rock	Little Rock, AR	http://www.cityyear.org/littlerock
AR	Community Clinic	Northwest AR	http://www.communityclinicnwa.org
AR	Credit Counseling of Arkansas	Northwest AR	http://www.ccoacares.com
AR	Fort Smith Boys and Girls Club	Fort Smith, AR	http://www.fsbgc.org

State/National	Organization Name	City/Communty Served	Organization Website
AR	Heart of Arkansas United Way	Little Rock / North Little Rock	https://www.unitedway.org/local/united-states/arkansas/heart-of-
			arkansas-united-way
AR	Helen Walton Children's Enrichment Center	Northwest AR	http://hwcec.org/
AR	Increasing Capabilities Access Network (ICAN)	Statewide	http://www.ar-ican.org
AR	LifeSource International	Fayetteville, AR	http://www.lifesourceinternational.org
AR	Northwest Arkansas Women's Shelter	Benton County	http://www.nwaws.org/
AR	NWA Free Health Center / Welcome Health	Northwest AR	https://www.welcomehealthnwa.org/
AR	Peace at Home Family Shelter	Washington County	http://peaceathomeshelter.org/
AR	Sunshine School & Development Center	Benton County, AR	https://www.nwasunshineschool.org/
AR	United Way of Fort Smith	Fort Smith, AR	http://www.unitedwayfortsmith.org
AR	United Way of Northeast Arkansas	Northeast Arkansas	http://www.uwnea.org
AR	United Way of NWA	Northwest AR	http://unitedwaynwa.org/
AR	Women and Children First	Little Rock, AR	http://www.wcfarkansas.org/
CA	30th Street Senior Center (On Loc Senior Services)	San Francisco	http://www.30thstreetseniorcenter.org
CA	A Community of Friends	Los Angeles	https://www.acof.org/
CA	Advancing Communities Together	Palmdale	http://www.acon.org/
CA	Alameda County Community Food Bank	Alameda County	http://www.acvancingcommunitiesav.org/
CA	Alameda Sister City Association	Alameda	http://alamedasistercity.weebly.com/
CA	Alive and Free	San Francisco	https://stayaliveandfree.org/
CA	Angels for Sight	Compton	http://angelsforsight.org/
CA	Antelope Valley YMCA	'	https://www.ymcala.org/antelope-valley
CA	APIs Mobilize	Lancaster Los Angeles/Torrance/San Gabriel Valley	
CA	APIS MODILIZE	Los Angeles/Torrance/San Gabrier valley	inttp://www.apismobilize.org/
CA	ARC of Alameda County	Alameda County	http://www.arcalameda.org/
CA	Asian Americans Advancing Justice (AAJC)	Statewide	https://www.advancingjustice-la.org/
CA	Asian Health Services	Alameda County	http://www.asianhealthservices.org/
CA	Asian Pacific American Community Center	San Francisco	https://apaccsf.org/
CA	Asian Resource Center	Sacramento	http://www.asianresources.org
CA	Athletes For Education	San Diego County	https://www.facebook.com/Athletes-For-Education-AFE-
			<u>54307037403/</u>
CA	Bakersfield Homeless Center	Bakersfield & surrounding Kern County	http://bakhc.org/
		communities	
CA	Big Brothers Big Sisters of Central California	Fresno County	http://www.bigs.org/
CA	Boys & Girls Club of the West Valley	Los Angeles	http://www.wvbgc.org/
CA	Boys & Girls Clubs of Anaheim	Anaheim	https://www.theboysandgirlsclub.org/
CA	Boys and Girls Club of Burbank East Valley	Greater Burbank	https://bgcburbank.org/
CA	Boys and Girls Club of West Valley	San Fernando Valley	http://www.wvbgc.org/
CA	Boys and Girls Clubs of Long Beach	Long Beach	http://www.bgclublb.org
CA	Brotherhood Crusade	Greater Los Angeles	http://www.brotherhoodcrusade.org/
CA	Burbank Arts for All Foundation	Greater Burbank	http://www.burbankartsforall.org/

State/National	Organization Name	City/Communty Served	Organization Website
CA	C.O.P.E. (Congregations Organized for Prophetic	Fontana	https://copesite.org/
	Engagement)		
CA	California Emerging Technology Fund	California	http://www.cetfund.org/
CA	California Foundation for the Independent Living		http://cfilc.org/
	Centers		
CA	Campfire Inland Southern CA	San Bernardino County	https://www.campfiretoday.org/
CA	Canal Alliance	San Rafael	http://www.canalalliance.org
CA	CASA (Court Appointed Special Advocates) of Contra	Contra Costa County	http://www.cccocasa.org
	Costa County		
CA	Center for Accessible Technology (CforAT)		http://www.cforat.org/
CA	Center for Fathers and Families	Sacramento	https://cffsacramento.org/cms/
CA	Central American Resource Center (CARECEN)	Los Angeles	http://www.carecen-la.org/
CA	Central City Neighborhood Partners	Los Angeles	https://www.laccnp.org/
CA	Chicano Federation of San Diego County	San Diego County	http://www.Chicanofederation.org
CA	Chico Enterprise Record Newspaper	Biggs, Gridley, Oroville, Paradise, Chico	http://www.chicoer.com/
CA	Coalition for Responsible Community Development	Los Angeles	http://www.coalitionrcd.org/
CA	Community Coalition	Los Angeles	http://cocosouthla.org/
CA	Community Family Guidance Center	Los Angeles	http://www.cfgcenter.com/
CA	Community Youth Center	San Francisco	https://www.cycsf.org/
CA	Concerned Black Men of Los Angeles	Los Angeles	http://cbmla.org/
CA	Concerned Citizens Community Involvement	Greater Los Angeles	https://www.cccinvolve.org/
CA	Congress of California Seniors	CA Statewide	https://www.seniors.org/
CA	Contra Costa County Adult Education Consortium	Contra Costa County	http://cccaec.org
CA	Contra Costa Hispanic Chamber	Contra Costa County	http://www.h5c.org
CA	Corona/Norco School District	Riverside County	http://www.cnusd.k12.ca.us/
CA	Coronoa/Norco/Eastvale United Way	Corona-Norco & Eastvale	http://www.cnunitedway.org/
CA	Dev/Mission	San Francisco	http://devmission.org/
CA	Disability Action Center	Colusa, Butte, Glenn, Tehama, Plumas,	https://actionctr.org/about-dac/
		Shasta, Lass	
CA	Disability Rights Education and Defense Fund (DREDF)		https://dredf.org/
CA	East Bay College Fund	Alameday County (Oakland)	http://www.eastbaycollegefund.org/
CA	East LA Community Corporation	Los Angeles	http://www.elacc.org/
CA	East Los Angeles Boys & Girls Club	Los Angeles	http://www.labgc.org/
CA	El Concilio	Ventura & Oxnard	http://www.elconcilio.org/
CA	Escalante Center	West Contra Costa County (Richmond)	https://ecologycenter.org/directory/directory-entries/escalante-
			center/
CA	Faith In Action - Interfaith Volunteer Caregivers of	all cities (senior centers) throughout	http://faithinactionsolano.org/Home Page.html
	Solano County	Solano Co	
CA	Families in Schools	Los Angeles	https://www.familiesinschools.org/

State/National	Organization Name	City/Communty Served	Organization Website
CA	Florence Douglas Senior Center	Vallejo	http://www.florencedouglasseniorcenter.org/
CA	Food Bank of Contra Costa & Solano counties	Contra Costa/ Solano Counties	http://www.Foodbankccs.org
CA	Foundation for Affordable Housing	Los Angeles	https://www.ffah.org/
CA	Fresno Boys and Girls Club	Fresno County	http://www.bgclubfc.org
CA	Fresno Center for New Americans	Fresno County	https://fresnocenter.org/
CA	Friends of the Expo Center	Greater Los Angeles	https://friendsofexpo.org/
CA	Healthy Aging Association	Modesto, CA	http://www.healthyagingassociation.org/
CA	Hispanic Foundatin of Silicon Valley	San Jose	http://www.hfsv.org/
CA	Homeboy Industries	Los Angeles	http://www.homeboyindustries.org/
CA	Housing Authority of the City of Los Angeles	Los Angeles	http://www.hacla.org
CA	Immigrant Family Defense Fund	Oakland	https://immigrantfamilies.org/
CA	Initiating Change in Our Neighborhoods (ICON)	Los Angeles	http://iconcdc.org/
CA	Interfaith Community Services	San Diego County	http://www.interfaithservices.org/
CA	Interfaith Homeless Network	San Leandro	http://www.ihnaprilshowers.org/home.html
CA	Jene Wah	San Joaquin County	http://www.jenewah.org/
CA	Korean Health, Education, Information and Research	Los Angeles	http://www.lakheir.org/
	Center (KHEIR)		
CA	La Familia Counseling Center	Sacramento	http://www.lafcc.org/
CA	La Luz	Sonoma	http://www.laluzcenter.org
CA	Lake County News	Lake County	https://www.lakeconews.com/
CA	LINC Housing Corporation	Los Angeles	http://www.linchousing.org/
CA	Lincoln	Alameda and Contra Costa counties	http://lincolnfamilies.org/
CA	Literacy Lab	Alameda County	http://litlab.org/
CA	Los Angeles Chapter NAACP	Greater Los Angeles	http://www.naacp-losangeles.org/
CA	Los Angeles Opportunities Industrialization Center	Los Angeles	http://www.laoic.org
CA	Los Medanos Community College Workforce Development	East Contra Costa County	http://losmedanos.edu
CA	Lotus Bloom	Oakland	http://www.lotusbloomfamily.org/
CA	Merced Family Lao	Meced County	https://www.laofamilymerced.org/
CA	Mid Valley YMCA	Los Angeles	https://www.ymcala.org/mid-valley
CA	Middletown Senior Center	Middletown, Cobb and Hidden Valley	http://middletownseniorcenter.org/
CA	Monument Crisis Center	Central Contra Costa County	http://www.monumentcrisiscenter.org
CA	Manuscant Impact	(Concord/Pleasant Hill	http://www.Manuscatlengat.org
CA	Monument Impact	Central Contra Costa County	http://www.MonumentImpact.org
CA	Markan Lada Dahahilitatian Estandun Lu	(Concord/Pleasant Hill	hater //
CA	Mother Lode Rehabilitation Enterprises, Inc	Placerville, El Dorado Hills	http://www.morerehab.org
CA	Mt Diablo College & Career and Adult Education	Central Contra Costa County (Concord/Pleasant Hill	https://mdae-mdusd-ca.schoolloop.com/
CA	New Directions for Youth	Los Angeles	http://www.ndfy.org
		•	
CA	New Economics for Women	Los Angeles	https://neweconomicsforwomen.org/

State/National	Organization Name	City/Communty Served	Organization Website
CA	Oakland Public Education Fund (Tech Exchange)	Oakland, Alameda County	http://www.oaklandedfund.org/about-us/
CA	Oakland Rising	Oakland	http://www.oaklandrising.org/
CA	Office of Assemblymember Freddie Rodriguez	Chino - Assembly District 52	https://a52.asmdc.org/
CA	Office of Senator Connie Levya	Chino - Senate District 20	http://sd20.senate.ca.gov/
CA	NewStart Housing Corporation Inc.	Los Angeles and San Bernardino Counties	https://newstarthc.org/
CA	Opportunity Junction	East Contra Costa County (Antioch/Pittsburg)	http://www.opportunityjunction.org
CA	Orange Senior Center	Orange	http://www.orangeseniorcenter.org
CA	Pasadena Senior Center	Pasadena	http://www.pasadenaseniorcenter.org/
CA	Pediatric Therapy Network	Torrance/South Bay	http://www.pediatrictherapynetwork.org/contact/index.cfm
CA	Planting Justice	Oakland	http://plantingjustice.org/
CA	Proyecto Pastoral	Los Angeles	http://www.proyectopastoral.org
CA	Public Rights Project	Oakland	https://www.publicrightsproject.org/
CA	Puertas Abiertas	Napa	http://www.puertasabiertasnapa.org
CA	Reading and Beyond	Fresno County	http://www.readingandbeyond.org
CA	Redding Record Searchlight	Anderson,Redding,Shasta Lake	http://www.redding.com/
CA	REEF (Riverside Educational Enrichment Foundation)	Riverside	http://www.reef4rusd.org/
CA	Richmond Community Foundation	West Contra Costa County	https://www.rcfconnects.org/
CA	River to Coast Children's Services	Guerneville	http://www.rccservices.org
CA	Roberts Family Development Center	Sacramento	http://www.robertsfdc.com
CA	Salvadoran American Legal & Educational Fund (SALEF)	Los Angeles	http://www.salef.org
CA	San Joaquin Hispanic Chamber of Commerce	San Joaquin County, CA	http://www.sjchispanicchamber.com/
CA	Santa Clarita Valley YMCA	Santa Clarita	https://www.ymcala.org/santa-clarita
CA	Sharefest Community Development	South Bay	http://www.sharefestinc.org/
CA	Shelter Inc. Contra Costa	Central Contra Costa County (Concord/Pleasant Hill	http://shelterinc.org
CA	Shepherd's Door	Greater Pasadena	http://shepherddoor.org/home
CA	Solutions for Change	Vista, CA/ North San Diego County	http://www.solutionsforchange.org
CA	Southeast Community Development Corporation	Bell	http://www.scdcorp.org
CA	Southern California Association of Non-Profit Housing	Los Angeles	http://www.scanph.org/
CA	Special Needs Network	Los Angeles	http://www.snnla.org/
CA	Steam:Coders	Greater Pasadena	http://www.steamcoders.org/
CA	Sunset Youth Services	San Francisco	http://sunsetyouthservices.org/
CA	Tech Exchange	Alameda County (Oakland)	https://www.techexchange.org/
CA	Telegraph Hill Neighborhood Center (Tel-Hi Center)	San Francisco	http://www.telhi.org/
CA	The Arc San Joaquin	San Joaquin County, CA	http://www.thearcsj.org/

State/National	Organization Name	City/Communty Served	Organization Website
CA	The Community Giving Foundation	Oakland	https://www.linkedin.com/company/community-giving-foundation-
			inc
CA	The Friendly Center	Orange County	http://www.friendlycenter.org/
CA	The Hispanic Chamber of Commerce Silicon Valley	Santa Clara County	http://www.hccsv.org/
CA	The Hispanic Foundation	Santa Clara County	http://www.hfsv.org/
CA	The Pathway Home	Yountville	http://thepathwayhome.org/
CA	The RightWay Foundation	Los Angeles	http://www.therightwayfoundation.org/
CA	The Unity Council	Oakland	https://unitycouncil.org/
CA	UC Santa Cruz Mesa Day	Santa Cruz County	https://mesa.ucsc.edu/mesa-day/regionals-index.html
CA	United Way of Fresno/Madera County	Fresno/Madera Counties	http://uwfm.org/
CA	United Way of Merced County	Merced County	http://www.unitedwaymerced.org
CA	United Way of San Joaquin County	San Joaquin County	http://www.unitedwaysjc.org
CA	United Way of Stanislaus County	Stanislaus County/Modesto	http://www.uwaystan.org/
CA	United Way of the Wine Coutry	Santa Rosa	http://www.unitedwaywinecountry.org
CA	United Way of Tulare County	Tulare County	http://www.unitedwaytc.org
CA	United Women's Organization	Tulare County	http://www.unitewomen.org/
CA	Urban Corps of San Diego County	San Diego County	https://www.urbancorpssd.org/
CA	Urban League of San Diego County	San Diego	http://www.sdul.org/
CA	Village Community Resource Center	East Contra Costa County	http://www.vcrcbrentwoodca.org
		(Brentwood/Oakley)	
CA	Weingart East Los Angeles YMCA	Los Angeles	https://www.ymcala.org/weingart-east-los-angeles
CA	Workforce Development Board of Contra Costa	Contra Costa County	http://wdbccc.com
CA	World Institute on Disability		https://wid.org/
CA	Youth Alive	Oakland	http://www.youthalive.org/
CA	Youth Impact Hub Oakland	Oakland	https://youthimpacthub.unitedrootsoakland.org/about/
CA	Yu-Ai Kai Senior Center	Santa Clara County	http://yuaikai.org/
FL	Ability Housing of Northeast FL	Jacksonville	http://www.abilityhousing.org
FL	Acorn Clinic	Alachua county	http://acornclinic.org/
FL	Adapt Behavioral Services	Ormond Beach Florida	http://www.adapt-fl.com/
FL	Affirming Youth	Miami, FL	http://www.affirmingyouth.org/
FL	All Like Minds	Miami	https://www.facebook.com/alllikemindsllc/
FL	Bay Education Foundation	Bay Co.	http://www.bayeducationfoundation.org/
FL	Beaches Habitat for Humanity	Jacksonville Beaches	http://www.beacheshabitat.org
FL	Before It's Too Late	Miami	http://www.beforeitstoolate.earth
FL	Best Foot Forward Foundation	Palm Beach County	http://www.bestfoot.org
FL	Big Brothers Big Sisters of Northwest Florida	Escambia, Santa Rosa, Okaloosa, Bay,	http://www.bbbsnwfl.org
		Walton	
FL	Blue Jay Academy	Daytona Beach, Florida	http://www.bluejayacademy.com
FL	Boys & Girls Club of Broward County	Davie	https://www.bgcbc.org/
FL	Boys & Girls Clubs of Central Florida	Orange, Osceola, Seminole and Brevard	http://www.bgccf.org/
		Counties	

State/National	Organization Name	City/Communty Served	Organization Website
FL	Boys and Girls Club of Emeral Coast	Okaloosa Walton Escambia	https://emeraldcoastbgc.org/
FL	Bread of the Mighty	Gainesville Florida	https://www.breadofthemighty.org/
FL	Broward Community and Health Center	Broward County	https://www.bcfhc.org/
FL	Career Source North Florida - Welfare Transition and	Alachua county	https://careersourcenorthflorida.com/
	SNAP E&T		
FL	Catholic Charities	Jacksonville	http://www.ccbjax.org
FL	Catholic Charities of Central Florida, Inc.	9 Counties of Central Florida	https://cflcc.org/
FL	Central Florida Urban League	Orange County	http://www.cful.org/
FL	ChildNet - Ft Lauderdale	Broward County	http://www.ChildNet.us.
FL	Children's Home Society	Jacksonville, Florida	https://www.chsfl.org/locations/greater-northeast-florida/
FL	Chrysalis Health	Daytona Beach, Florida	http://www.chrysalishealth.com/
FL	Coalition for the Homeless of Central Florida	Central Florida	https://www.centralfloridahomeless.org/
FL	Coconut Grove Negro Womens Club	Miami, Coconut Grove	https://www.facebook.com/coconutgrovenwc/
FL	Community Action Program Committee	Escambia	http://capc-pensacola.org/
FL	Community Connections of Jacksonville	Jacksonville	http://www.communityconnectionsjax.org
FL	Community of Schools in Jacksonville	Jacksonville	http://www.cisjax.org
FL	Community Partnership for Children	Daytona Beach, Florida	http://www.communitypartnershipforchildren.org/
FL	Concerned African Women	Miami Gardens, FL	https://concernedafricanwomen.org/
FL	Connect Familias	Miami-Dade	http://www.connectfamilias.org/index.html
FL	Consortium of Florida Education Foundations	Statewide	https://educationfoundationsfl.org/
FL	Cuban American National Council	Miami-Dade County	http://www.cnc.org
FL	Daytona State College	Daytona Beach, Florida	https://www.daytonastate.edu/
FL	DeLand Lions Club	Deland Florida	http://www.delandlionsfoundation.org/
FL	DIBIA Dream Foundation	Miami, FL	http://dibiaathletic.com/about-3/dream/
FL	Division of Blind	Daytona Beach, Florida	http://dbs.myflorida.com/
FL	Early Learning Coalition of Alachua County	Alachua county	http://elcalachua.org/
FL	Eco Tech Visions	Miami, FL	http://ecotechvisions.com/
FL	Education Foundation of Martin County	Martin County	http://www.educationfoundationmc.org
FL	Education Foundation of Palm Beach County	Palm Beach County	https://www.educationfoundationpbc.org/
FL	Education Foundation of St. Lucie County	St. Lucie County	http://www.educationfoundationstlucie.org
FL	Elder Options, Mid-Florida Area Agency on Aging, Inc	Alachua county	https://agingresources.org/
FL	Epilepsy Foundation of Florida	Jacksonville Florida	http://www.epilepsyfl.com/
FL	Escambia County public School Founndation	Escambia Co.	http://www.ecpsfoundation.org/
FL	Espiscopal Children's Services	Jacksonville	http://www.ecs4kids.org
FL	Excel Kids Academy	Miami/Opa Locka	http://excelkidsacademy.com/
FL	Family Health Source	Deland Florida	http://www.familyhealthsource.org/
FL	Family Nurturing Center of South Florida	Broward County	http://nurturingparenting.com/fnc.html
FL	Farmshare	Homestead,Fl	http://farmshare.org/
FL	Feeding Northeast Florida	Jacksonville Florida	http://www.feedingnefl.org/
FL	Feeding South Florida	Pembroke Park Florida	https://feedingsouthflorida.org/

State/National	Organization Name	City/Communty Served	Organization Website
FL	Feeding Tampa Bay	Tampa Florida	http://www.feedingtampabay.org/
FL	Feeding the Gulf Coast	Milton Florida	https://feedingthegulfcoast.org/
FL	Florida Alliance of Community Development	Florida	http://www.flacdc.org/
	Corporations		
FL	Florida Department of Children & Families	Orange and Osceola Counties	http://www.dcf.state.fl.us/programs/access/liaisons.shtml
FL	Florida Department of Children & Families	Central Region (Hernando County)	http://www.dcf.state.fl.us/programs/access/liaisons.shtml
FL	Florida Department of Children & Families	Northeast Region, Circuits 3 and 8	http://www.dcf.state.fl.us/programs/access/liaisons.shtml
FL	Florida Department of Children & Families	NorthWest Region	http://www.dcf.state.fl.us/programs/access/liaisons.shtml
FL	Florida Department of Children & Families	Northeast Florida, Circuit 14	http://www.dcf.state.fl.us/programs/access/liaisons.shtml
FL	Florida Dept. of Health Volusia	Volusia County Florida	http://volusia.floridahealth.gov/
FL	Florida Gateway	Lake City Florida	http://www.floridagatewayfoodbank.org/
FL	Florida Prosperity Partnership	Statewide	http://www.floridaprosperitypartnership.org/
FL	Florida Public Service Commission	Statewide	http://www.psc.state.fl.us/
FL	Greater Caribbean American Chamber	Broward County	*
FL	Greater Caribbean American Cultural Coalition	Ft. Lauderdale, Lauderdale Lakes,	http://www.gcaccoalition.com/
		Lauderhill,	
FL	Greater Jacksonville Area USO	Northeast Florida	https://jax.uso.org/
FL	Habitat for Humanity of Greater Volusia County	Daytona Beach, Florida	http://www.habitatgvc.org
FL	Healthy Start Coalition	Okeechobee Florida	http://healthystartcoalition.org/
FL	Heart of Florida United Way	Orange/Osceola/Seminole Counties	http://www.hfuw.org/
FL	Hialeah Housing Authority	Miami-Dade County	http://www.hialeahhousing.org/
FL	HUD Housing - AHEPA Housing - Service Coordinator	Daytona Beach, Florida	http://www.ahepahousing.org/
FL	HUD Housing - Hurley Apartments - Service	Jacksonville	http://www.ahepahousing.org/
	Coordinator		
FL	Jacksonville Area Legal Aid	Jacksonville	http://www.jaxlegalaid.org
FL	Kings Youth Baseball	Broward County	*
FL	Kiwanis of Lauderdale Lakes	Lauderdale Lakes, FL	http://www.kcllws.com/
FL	Latino Leadership Inc.	Central Florida (Orange, Seminole,	http://www.latino-leadership.org
		Volusia and Bre	
FL	Learn to Read, Inc.	Jacksonville	http://www.learntoreadjax.org
FL	Logisticare	Daytona Beach, Florida	http://www.logisticare.com/
FL	Make The Homeless Smile	Miami	http://mthsmile.com/
FL	MAVEN Leadership	Miami	http://www.mavenleadership.org
FL	Maximillian Consultants: Sounds of Little Haiti	Miami	http://www.maximillianconsultants.com/
FL	Mending Fences	Ocala Florida	https://mendingfences.com/
FL	Miami Rescue Mission	Miami, FL	http://www.miamirescuemission.com/
FL	Mid Florida Community Services Head Start	Volusia County Florida	http://www.midfloridaheadstart.com/

State/National	Organization Name	City/Communty Served	Organization Website
FL	New Young Fathers	Miami, FL	https://www.facebook.com/Newyoungfathersdotcom-
			<u>1690398971221869/</u>
FL	North Carolina Outward Bound	Central Florida	https://www.ncobs.org/central-rivers-fl/
FL	One Insurance Group, Inc.	Melbourne Florida	https://www.facebook.com/oneinsurancegroup/
FL	One Voice - Volusia	Volusia County Florida	http://www.onevoiceforvolusia.org
FL	Opa Locka Community Development Corporation	Opa Locka, North Miami-Dade County,	http://www.olcdc.org
		Miami Gardens,	
FL	Orlando Science Center	Orange County	https://www.osc.org/
FL	Overtown Youth Center	Miami, FL	https://overtownyouth.org/
FL	Positive Behavioral Services	Orlando Florida	http://pbsfl.org/
FL	Robert Wood Johnson Foundation Healthy	Orlando, Florida	https://www.rwjf.org/en/our-focus-areas/focus-areas/healthy-
	Communities		communities.html
FL	Salvation Army	Daytona Beach, Florida	http://www.salvationarmyflorida.org/daytona/
FL	Sant La Haitian Community Center	Miami, FL	https://www.santla.org/
FL	Santa Rosa County Education Foundation	Santa Rosa Co.	http://www.santarosaeducationfoundation.org/
FL	Second Harvest Food Bank of Central Florida		http://www.feedhopenow.org/site/PageServer
FL	Second Harvest of the Big Bend	Tallahassee Florida	http://www.fightinghunger.org/
FL	Stetson University	Daytona Beach, Florida	http://www.stetson.edu/home/
FL	The Alternative Programs	Miami Dade County	https://tapflorida.org/
FL	Thelma Gibson Health Initiative Inc.	Miami	http://tghi-cg.org/
FL	Treasure Coast Food Bank	Ft Pierce Florida	https://stophunger.org/
FL	U.S. Attorneys Office	Daytona Beach, Florida	https://www.justice.gov/usao-mdfl
FL	United Against Poverty	Central Florida	https://unitedagainstpoverty.org/
FL	United Way Broward County	Broward County	http://www.unitedwaybroward.org
FL	United Way of Brevard	Brevard County	https://online.uwbrevard.org/servlet/eAndar.article/226/United-
	·	· ·	Way-of-Brevard
FL	United Way of West Florida	Escambia and Santa Rosa Counties	https://www.uwwf.org/
FL	United Way of Hernando County	Hernando County	http://www.unitedwayhernando.org/
FL	United Way of Martin County	Martin County	https://www.unitedwaymartin.org/
FL	United Way of North Central Florida	Alachua county	http://www.unitedwayncfl.org/
FL	United Way of Northwest Florida	Bay, Washington, Holmes, Gulf	http://www.unitedwaynwfl.org/
FL	United Way of Palm Beach County	Palm Beach County	http://www.unitedwaypbc.org
FL	United Way of St. Lucie County	St. Lucie County	http://www.unitedwayslc.org
FL	United Way of Volusia	Volusia County Florida	http://www.unitedwayvfc.org/
FL	Urban League of Broward County	Broward County	http://www.ulbroward.org
FL	Veterans Administration	Daytona Beach, Florida	https://www.va.gov/directory/guide/facility.asp?ID=5911
FL	Washington County Library	Chipley	http://www.wcplfl.com
FL	Women's Center of Jacksonville	Jacksonville	http://www.womenscenterofjax.org
FL	YMCA of South Flordia	Miami Dade County	https://ymcasouthflorida.org/
FL	Young Corporation	Broward County	*
GA	Boys & Girls Club of the Chattachoochee Valley	Columbus	https://www.bgc-colsga.org/
GA	Boys and Girls Clubs of Athens	Athens	https://www.greatfuturesathens.com/

State/National	Organization Name	City/Communty Served	Organization Website
GA	Clarke County School District	Athens	http://www.clarke.k12.ga.us/
GA	Columbus Housing Authority	Columbus	http://www.columbushousing.org/
GA	Communities in Schools of Atlanta	Atlanta	https://cisatlanta.org/
GA	Communities in Schools of Savannah	Savannah	http://www.cissavannah.org/
GA	Family Connection - Communities In Schools of Athens	Athens	http://fc-cis.org/
GA	Junior Achievement	Savannah	http://www.georgia.ja.org/
GA	Macon Area Habitat for Humanity	Macon	http://www.maconhabitat.org/
GA	Macon-Bibb Housing Authority	Macon	http://www.maconhousing.com
GA	Quality Living Services	Atlanta/South Fulton	https://www.qualitylivingservices.org/
GA	Second Harvest Food Bank	Savannah	https://www.shcfb.org/
GA	Step UP Savannah	Savannah	http://stepupsavannah.org/
GA	United Way of Bartow County, Inc.	Cartersville	http://www.bartowliveunited.org/
GA	United Way of Central Georgia	Macon	http://www.unitedwaycg.org
GA	United Way of Chattahoochee Valley	Columbus	http://www.unitedwayofthecv.org
GA	United Way of Coastal GA	Brunswick	http://uwcga.org/
GA	United Way of Gordon County, Inc.	Calhoun	http://www.gordoncountyunitedway.org/
GA	United way of NE Georgia	Athens area	http://www.unitedwaynega.org/
GA	United Way of Rome & Floyd County, Inc.	Rome	https://uwrome.org/
GA	Washington St. Community Center	Covington	https://washingtonstreet.wordpress.com/2011/06/28/welcome-to-
			washington-street-community-center/
IL	AARP	Springfield	https://local.aarp.org/springfield-il/
IL	AARP	Decatur	https://local.aarp.org/decatur-il/
IL	AARP	Champaign	https://local.aarp.org/champaign-il/
IL	Austin Coming Together	Chicago	http://austincomingtogether.org/
IL	Big Brothers Big Sisters of Will & Grundy Counties	Will and Grundy County	https://bbbswillgrundy.org/
IL	Boys and Girls Club of Joliet	Will County	https://www.bgcjoliet.com/
IL	Catholic Charities Diocese of Joliet	Will/Kendall/Grundy/DuPage/Kankakee/ Ford & Iroquoi	https://catholiccharitiesjoliet.org/
IL	Catholic Charities of the Archdiocese of Chicago	Lake County	http://www.catholiccharities.net
IL	CEDA (Community & Economic Development Association of Cook County Inc.)	Cook County	http://www.CEDAorg.net
ĪL	Central Counties Health Center	Springfield	http://www.centralcounties.org
IL	Centro de Informacion	Elgin, Dundee, Carpentersville, Hanover	http://www.centrodeinformacion.org/
	Chicago Partnership for Health Promotions	Park, etc. Chicago	http://cphp.uic.edu/
11	Chicago Urban League	<u> </u>	https://chiul.org/about/
II.	Child Serv	Chicago Cook/Dupage/Kane	http://www.childserv.org/
IL II			
IL II	Community Action Partnership of Lake County	Lake County	http://www.caplakecounty.org
IL	Crossing Healthcare	Decatur and Macon County	http://www.crossinghealthcare.org/
IL	Decatur Public Schools Foundation	Decatur	http://www.dps61.org/Foundation

State/National	Organization Name	City/Communty Served	Organization Website
IL	Decatur-Macon County Opportunities Corporation	Decatur	http://dmcoc.org
IL	Don Moyer Boys & Club	Champaign	https://dmbgc.org/
IL	DuPage County Area Project (DuCAP)	DuPage County	http://www.ducap.org
IL	Family Focus Evanston	Cook County	http://www.family-focus.org/centers/evanston/
IL	Forest Park Community Center	Will County	http://www.forestpark.net/dfp/community-center
IL	Hanover Township Welfare Services	Schaumburg, Hanover Park,	http://www.hanover-township.org/departments/welfare-services
		Streamwood, Dundee, Carp	
IL	Housing Forward	Cook County	https://www.housingforward.org/
IL	Lessie Bates Neighborhood House	East St. Louis	https://lessiebatesdavis.org/
IL	Leyden Family Services	Franklin Park	http://www.leydenfamilyservice.org
IL	Link and Option Center	Markham/Thornton	http://www.link-option.com
IL	Lisc Chicago	Chicago	http://www.lisc.org/chicago/
IL	Loaves & Fishes Community Services	Naperville	http://www.loaves-fishes.org
IL	Marillac St. Vincent	Chicago	http://marillacstvincent.org/
IL	NAACP	Springfield	http://springfieldnaacp.org/
IL	Neighborhood Food Pantries	Bloomingdale	https://www.neighborhoodfp.org/
IL	Pederson-McCormick Boys & Girls Club	Uptown Chicago	https://bgcc.org/pedersen-mccormick-club/
IL	Peoples Resource Center	Aurora	http://www.peoplesrc.org/
IL	PLCCA	Maywood/Proviso	http://www.PLCCA.ORG
IL	Quad County Urban League	DuPage, Will, Kendall, Kane Counties	http://www.qcul.org
IL	Salvation Army	Cook County	https://centralusa.salvationarmy.org/metro
IL	Salvation Army (Kroc & Freedom Centers)	Chicago	https://centralusa.salvationarmy.org/metro
IL	Senior Service Center of Will County	Will and Grundy County	http://www.willcountyseniors.org
IL	South Central Community Center	Chicago	http://sccsinc.org/
IL	South Southwest United Way	Southland Region	http://www.uw-mc.org/ssw
IL	Springfield Urban League	Springfield	http://springfieldul.org
IL	The Community Foundation of Macon County	Decatur	http://www.endowdecatur.org
IL	Thornton Township	Thornton Township	http://www.Thorntontownship.com
IL	Union League Boys & Girls Club	Chicago	http://www.ulbgc.org/
IL	United Way of Lake County	North Shore	https://www.uwlc.org/
IL	YWCA Lake County	Lake County	http://www.ywcalakecounty.org/
IN	100 Black Men	Marion Co.	http://www.100blackmenindy.org
IN	Calumet Township Trustee	Gary and Griffith, Indiana	http://www.calumettwp-in.gov/
IN	Carver Community Center	Kokomo/Howard County	http://kokomocarver.org/
IN	Community Action of Greater Indianapolis	Marion Co.	http://www.cagi-in.org
IN	Gary Community School Corp	Gary, Indiana	https://www.garycsc.k12.in.us/
IN	Indiana Black Expo	Marion Co.	http://www.indianablackexpo.com
IN	Indianapolis Housing Authority	Marion Co.	http://www.indyhousing.org
IN	Indianapolis Urban League	Marion Co.	http://www.indplsul.org
IN	La Plaza	Marion Co.	http://www.laplazaindy.org

State/National	Organization Name	City/Communty Served	Organization Website
IN	OASIS	Marion Co.	http://www.oasisnet.org
IN	Thea Bowman Leadership Academy	Gary, Indiana	https://www.phalenacademies.org/TheaBowman
IN	Unied Way of Central Indiana	Marion Co.	http://www.uwci.org
IN	United Negro College Fund, Indiana	State of Indiana	http://www.uncf.org
IN	United Way of Southwestern Indiana	Southwest Indiana	http://www.unitedwayswi.org/
IN	United Way of the Wabsh Valley	Clay, Parke, Sullivan, Vermillion, Vigo	http://uwwv.org/
		Counties	
IN	UW of Bartholomew County	Columbus/Bartholomew County	http://www.uwbarthco.org/
IN	UW of Grant County	Marion/Grant County	http://www.unitedwayofgrantcounty.org/
IN	UW of Madison County	Anderson/Madison County	https://www.unitedwaymadisonco.org/
KS	Congressman Ron Estes	Wichita, SE Kansas	http://www.estes.house.gov
KS	El Centro Inc.	Johnson County	http://www.elcentroinc.com/
KS	Family Services Guidance Center	Topeka	http://www.fsgctopeka.com/
KS	Kansas Association for Centers for Independent Living	Statewide	http://www.kacil.org
KS	Kansas Department of Health & Environment -WIC	Statewide	http://www.kansaswic.org
	Program		<u></u>
KS	Kansas Governor - Office of Constituent Services	Statewide	https://governor.kansas.gov/serving-
			kansans/constituent services/
KS	Kansas Legal Services	Statewide	http://www.kansaslegalservices.org
KS	Kansas Parents as Teachers	Statewide	http://www.kpata.org
KS	Kickapoo Indian Nation School - Kansas	Regional	http://www.ktik-nsn.gov/programs/education/
KS	Lawrence, Douglas County Housing Authority	Lawrence	http://www.ldcha.org/
KS	Topeka & Shawnee County Library	Topeka Metro	http://www.tscpl.org
KS	Topeka Housing Authority	Topeka	http://www.tha.gov/
KS	United Community Services of Johnson County	Johnson County	http://ucsjoco.org
KS	United Way of Wyandotte County	Wyandotte County	https://community.unitedway-
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KY	Boys and Girls Clubs of Kentuckiana	Jefferson County	http://www.bgckyana.org/
KY	Cabinet for Health and Family Services	Statewide	http://chfs.ky.gov/
KY	City of Beattyville	Lee County	http://www.beattyville.org/city-of-beattyville/
KY	CLIFF HAGAN BOYS & GIRLS CLUB INC	Owensboro	http://cliffhaganboysandgirlsclub.org/
КҮ	Senior Community Center of Owensboro-Daviess	Owensboro	https://seniorcenterodc.com/
	County		
KY	Franklin County Health Department	Franklin County	http://www.fchd.org/
KY	Girls Inc.	Daviess County	http://www.girlsincowensboro.org
KY	Harlan 2020	Harlan County	http://harlan2020.com/home/
KY	Harlan County Boys and Girls Club	Harlan County	http://www.harlancountybgc.com/
KY	Harlan County Fiscal Court	Harlan County	http://judge-executive.harlanonline.net/
KY	Heart of KY United Way	Boyle County	http://hkuw.org/
KY	Kentucky Commission for Deaf and Hard of Hearing	Statewide	http://www.kcdhh.ky.gov
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State/National	Organization Name	City/Communty Served	Organization Website
KY	Kentucky Department of Education	Statewide	http://education.ky.gov/Pages/default.aspx
KY	Kentucky Department of Veterans Affairs	Statewide	https://veterans.ky.gov/Pages/default.aspx
KY	Kentucky Non-Profit Network	Statewide	http://www.kynonprofits.org
KY	Kentucky School Board Association	Statewide	http://www.ksba.org/
KY	Lee County Fiscal Court	Lee County	http://www.beattyville.org/event/lee-county-fiscal-court-4/
KY	Louisville Metro Gov't Office of Innovation	Jefferson County	https://opi.lsvll.io/
KY	NAACP of Owensboro	Daviees County	https://www.facebook.com/owensboronaacp/
KY	Ohio County Senior Services	Ohio County	http://ohiocounty.ky.gov/services/Pages/ocss.aspx
KY	Powell County Fiscal Court	Powell County	http://powellcountyky.us/
KY	Pritchard Committee for Academic Excellence	Statewide	http://www.prichardcommittee.org
КҮ	The Cabbage Patch Settlement House	Jefferson County	https://www.cabbagepatch.org/
KY	Trimble County Schools Family Resource and Youth Services Center	Trimble County KY	http://www.trimble.kyschools.us/
KY	United Way of Eastern Kentucky	Floyd County	http://www.uwky.org/eastern/index.html
KY	United Way of Franklin County	Franklin County	http://www.unitedwayfranklincounty.org/
LA	Black History Museum	Lake Charles & SW Louisiana	http://bhflc.org/
LA	Caddo Council on Aging	Caddo Parish	http://caddocoa.org/
LA	Central Louisiana Economic Dev Alliance	Alexandria & Central Louisiana	http://www.cenla.org/
LA	Community Support Programs, Inc.	Shreveport, LA	http://www.cspla.org/
LA	David Raines Community Health Centers	Northwest La (10 parishes)	http://www.davidraineschc.org
LA	East Baton Rouge Housing Authority	East Baton Rouge Parish	http://www.ebrpha.org/
LA	Elite Sports of Baton Rouge	Baton Rouge, LA	http://www.elitesportsbr.com/
LA	Food Bank of Central Louisiana	Central Louisiana (8 parishes)	https://www.fbcenla.org/
LA	Food Bank of Northeast Louisiana	Northeast La (12 parishes)	https://www.foodbanknela.org/
LA	Housing Authority of New Orleans	New Orleans	http://hano.org/
LA	Kingsley House	Southeast La (13 parishes)	http://www.kingsleyhouse.org/
LA	Lighthouse Christian Fellowship Church	Baton Rouge, LA	https://www.lighthousecfcbr.org/
LA	Louisiana Department of Education	Statewide	https://www.louisianabelieves.com/
LA	Martin Luther King Community Development Corporation	Shreveport, LA	http://www.mlkcdc.com/
LA	Puentes New Orleans	New Orleans	https://www.puentesneworleans.org/
LA	RISE Shreveport	Shreveport, LA	https://www.riseshreveport.com/
LA	Shreveport Bombers	Shreveport, LA	https://www.facebook.com/shreveportbombers/
LA	Shreveport Housing Authority	Shreveport	https://shvhousauth.com/
LA	Shreveport NAACP	Shreveport	https://www.facebook.com/shreveport.naacp/
LA	True Vine Missionary Baptist Church	Alexandria, LA	http://www.truevine.org/
LA	United Way of Acadiana	Acadiana Region (8 parishes)	http://www.unitedwayofacadiana.org
LA	United Way of Northeast Louisiana	Northeast La (12 parishes)	http://www.unitedwaynela.org/
LA	United Way of Northwest Louisiana	Northwest La (10 parishes)	https://unitedwaynwla.org/
LA	Urban League of Louisiana	Statewide	http://urbanleaguela.org/ul/
LA	Urban Restoration Enhancement Corporation	East Baton Rouge Parish	http://www.urecbr.com

State/National	Organization Name	City/Communty Served	Organization Website
LA	West Felciiana Public Library	West Feliciana Parish	http://www.wfplibrary.org
LA	Youth Literacy Foundation of Acadiana	Lafayette, LA	http://youthliteracyfoundation.blogspot.com/
LA	YWCA of Northwest Louisiana	Nortthwest LA	https://ywcanwla.org/
MI	Arab & Chaldean Council (ACC)	Detroit	http://www.myacc.org
МІ	Berrien County Commission	Berrien County	https://www.berriencounty.org/705/Board-of-Commissioners
MI	Boys and Girls Club of Southeast Michigan	Detroit	http://www.bgcsm.org
MI	Cass Community Social Services	Detroit	http://casscommunity.org/
MI	Communities in Schools Kalamazoo	Kalamazoo	http://www.ciskalamazoo.org
MI	Communities in Schools Michigan	Statewide	http://www.cismichigan.org
MI	Community Services Charity		https://www.communityservicescharity.org/
MI	Destination Education	Holland/Zeeland region	*
MI	Detroit NAACP	Detroit	http://www.detroitnaacp.org
MI	Downriver Community Conference	Detroit	http://www.dccwf.org
MI	Educating for Freedom in Schools	Kalamazoo	http://www.educating4freedom.com
MI	Food Bank of Eastern Michigan	Flint	http://www.fbem.org
MI	Kalamazoo Loaves & Fishes	Kalamazoo	http://www.kzoolf.org
MI	LA-SED	Detroit	http://www.lasedinc.org
MI	Latin Americans United for Progress	Holland	http://www.laup.org
MI	Latino Press	Detroit	http://www.latinodetroit.com
MI	Mack Alive	Detroit	https://www.facebook.com/mackalive12/
MI	Macomb County Community College	Metro Detroit	http://www.macomb.edu/index.html
MI	Mary Turner Center For Advocacy	Detroit, Ecorse, River Rouge	https://www.facebook.com/MaryTurnerCenter/
MI	Michigan Association of United Ways	Statewide	http://www.uwmich.org/
MI	Michigan Banner	Saginaw	http://www.themichiganbanner.com
MI	Michigan Chronicle	Detroit	http://michronicleonline.com/
MI	Michigan Department of Education	Statewide	http://www.michigan.gov/mde/
MI	Michigan State Conference NAACP	Statewide	http://www.naacp.org
MI	NAACP Greater Grand Rapids Chapter	Grand Rapids	https://naacpgr.com/
MI	Native American News	Mt. Pleasant	http://www.sagchip.org
МІ	Open Door Outreach	Waterford, White Lake, West Bloomfield, Keego Harb	http://www.opendooroutreachcenter.com/
MI	Portage Community Outreach Center	Kalamazoo	http://www.portagecommunitycenter.org
MI	SER Metro-Detroit	Detroit	http://www.sermetro.org
MI	Southwest Community Action Agency	Benton Harbor/Berrien, Cass, Van Buren	http://www.smcaa.com
	, 0,	Counties	
MI	Tell Us Detroit Media (Online news website)	Detroit/Southeast Michigan	http://tellususa.com/index.html
MI	True North Community Services	Northern Michigan - Several Counties	http://www.truenorthservices.org
MI	United Way Genesee	Genesee	http://www.unitedwaygenesee.org/
MI	Urban League of Detroit and Southeastern Michigan	Detroit	http://detroiturbanleague.org

State/National	Organization Name	City/Communty Served	Organization Website
MI	Vista Maria	Detroit	http://www.vistamaria.org
MI	Winning Futures	Metro Detroit	http://www.winningfutures.org/
MO	Assistance League of Kansas City	Gladstone	http://www.alkc.org
MO	Association of th US Army - St. Louis Chapter	St Louis	http://www.ausa.org/sites/chapters/StLouisGatewayChapter/Page
			s/ContactUs.aspx
MO	Boys & Girls Club of Springfield	Springfield	http://www.bgclubspringfield.org/
MO	Boys & Girls Clubs of Greater St. Louis	St. Louis	https://www.bgcstl.org/
MO	Bright Futures Joplin	Joplin	http://brightfuturesjoplin.org/
MO	Bright Futures Neosho	Neosho, MO	https://www.neoshosd.org/domain/662
MO	Catholic Charities Kansas City-St. Joseph	Kansas City St. Joseph	http://catholiccharities-kcsj.org
MO	Central Missouri Community Action	Mid-Missouri	http://www.showmeaction.org
MO	City of Ash Grove, MO	Ash Grove	http://ashgrovemo.gov/
MO	City of Fair Grove, MO	Fair Grove	http://www.fairgrove.org/
MO	City of Kansas City, MO	Kansas City	http://kcmo.gov/
МО	City of Republic, MO	Republic	http://www.republicmo.com/
МО	City of Rogersville, MO	Rogersville	http://www.rogersvillemo.org/
МО	City of Willard, MO	Willard	http://www.cityofwillard.org/
МО	Community Action Agency of St. Louis County, Inc.	St. Louis	http://www.caastlc.org/
МО	Community Foundation of the Ozarks	Southern Missouri	http://cfozarks.org/
MO	Community Partnership of the Ozarks	Springfield	http://www.cpozarks.org/
MO	Gladstone Chamber of Commerce	Gladstone, MO 64118	http://www.gladstonechamber.com
MO	Hillcrest Hope Transitional Housing & Support	Gladstone	http://www.hillcresthope.org/
MO	Hispanic Chamber of Commerce of St. Louis	St Louis	http://www.hccstl.com/
MO	Hispanic Leaders Group of Greater St Louis	St Louis	https://www.stlhlg.org/
MO	Independent Living Resource Center	Jefferson City	http://ilrcjcmo.org/
MO	International Institute of St. Louis	St Louis	http://www.iistl.org/
MO	Kansas City Digital Inclusion Coalition	Kansas City	http://www.digitalinclusionkc.org/
MO	Kansas City LULAC	Kansas City	http://lnesc-kc.org/
MO	Lee's Summit Social Services	Lee's Summit and area	http://www.lssocialservices.com
MO	Legal Services of Eastern Missouri	St Louis	http://www.lsem.org/
МО	LULAC National Education Service Center - MO Based Chapter	Kansas City	http://www.lnesc.org/#!kansas-city-mo/coui
МО	Maries County R1 Parents as Teachers	Vienna	http://www.mariesr1.k12.mo.us/
МО	Metropolitan St. Louis Equal Housing and Opportunity Council	St Louis	http://ehocstl.org/
MO	Mexico Early Childhood Center	Mexico	http://mexicoecc.ss16.sharpschool.com/
MO	Missouri Association for Community Action	Statewide	http://www.communityaction.org/
MO	Missouri Department of Mental Health	Statewide	https://dmh.mo.gov/
MO	Missouri Division of Workforce Development	Statewide	https://ded.mo.gov/tags/division-workforce-development
МО	National Digital Inclusion Alliance	Country	http://www.digitalinclusionalliance.org/
МО	North Springfield Betterment Association	Springfield	http://nsbanet.com/

State/National	Organization Name	City/Communty Served	Organization Website
MO	Northland Neighborhoods Inc. (NNI)	Kansas City	http://www.nni.org/
MO	Northland Shepard's Center	Gladstone	http://northlandsc.org/
MO	Ozark Region Missouri Career Center	Springfield	http://careercenteroffices.com/office/Missouri-Career-Center-
			Ozark-Region.html
MO	Paraquad	St Louis	http://www.paraquad.org/
MO	Prosperity Center for Financial Opportunity	Kansas City	http://www.ProsperityCenterKC.org
MO	Raytown Emergency Assistance Program (REAP)	Kansas City	http://www.raytownreap.org
MO	Rehabilitation Services for the Blind	Statewide	http://dss.mo.gov/fsd/rsb/
MO	reStart, Inc.	Kansas City	http://www.restartinc.org
MO	Salvation Army - Midland Division	St Louis	https://centralusa.salvationarmy.org/midland/
MO	Second Harvest Food Bank	St. Joseph	https://www.shcfb.org/
MO	SeniorAge Area Agency on Aging	Springfield	http://senioragemo.org/
MO	Southside Early Childhood Center (SSDN)	St Louis	http://www.southside-ecc.org/
MO	Springfield-Greene County Library	Greene County	http://thelibrary.org/
MO	St. Francis Community Services	St Louis	https://sfcsstl.org/
MO	St. Louis Society for the Blind & Visually Impaired	St Louis	http://www.slsbvi.org/
MO	Tarp Center for Independent Living	Northwest Tennessee	http://tarp1.org
MO	The Housing Authority of Kansas City, MO	Kansas City	http://www.hakc.org/
MO	The Whole Person	Kansas City	http://www.thewholeperson.org/
MO	Today and Tomorrow Educational Foundation	St Louis	https://www.archstl.org/agencies/today-and-tomorrow-
			foundation
MO	United Way of Central Missouri	Mid-Missouri	http://www.unitedwaycemo.org
MO	United Way of Greater St. Joseph	Northwest Missouri	http://www.stjosephunitedway.org
MO	United Way of the Ozarks	Springfield	http://www.uwozarks.com/
MO	Urban League of Greater Kansas City	Kansas City	https://www.ulkc.org/
MO	Urban League of Metropolitan St Louis	St Louis	http://www.ulstl.com/
MO	William L. Clay Early Childhood Center	St. Louis	https://www.facebook.com/pages/category/Community/William-L-
			Clay-Sr-Early-Childhood-DevelopmentParenting-Edu-Center-
			170973831543/
MO	YMCA of Greater Kansas City	Kansas City	http://www.kansascityymca.org/
MS	Ashland Missionary Baptist Church	Port Gibson MS	https://www.facebook.com/pages/Ashland-M-B-
			Church/117645934961364
MS	Boys & Girls Clubs of North MS	Tupelo MS	https://www.bgcnms.org/
MS	Central District MS PSC	State Wide	http://psc.state.ms.us/
MS	Community Foundation of Northwest MS	Hernando MS	https://cfnm.org/
MS	East Mississippi Boys and Girls Clubs	Meridian MS	http://eastmsbgc.org/
MS	El Centro	Tupelo	https://www.unitedwaynems.org/publications/el-centro-inc/
MS	Feed By Faith Ministry	Meridian MS	http://feedbyfaith.org/
MS	First Missionary Baptist Church	Hermanville ms	http://www.fmbc.org/
MS	Love's Kitchen	Meridian MS	https://www.facebook.com/LovesKitchen/
MS	Miss State Extension Service	State Wide	http://extension.msstate.edu/

State/National	Organization Name	City/Communty Served	Organization Website
MS	Multi-County Community Service Agency	Meridian/East MS	http://www.multicountycsa.org/
MS	Regional Rehab	Tupelo MS	http://www.regionalrehabcenter.com/
MS	Southern District Mississippi Public Service Commission	Souther District of Mississippi, including Hatties	https://www.psc.ms.gov/
NC	American Association of SNAP Directors - NC Chapter	Statewide	https://aphsa.org/AASD/
NC	Blue Ribbon Commission	New Hanover County	http://brczone.org/
NC	Brunswick County Literacy Council	Brunswick County	http://bcliteracy.org/
NC	Cape Fear Literacy Council	New Hanover County	http://cfliteracy.org/
NC	Central Citizens Advisory Council	Research Triangle Region (Raleigh / Durham / Chape	http://www.raleighnc.gov/home/content/CommServices/Articles/CAC/CentralCAC.html
NC	Charlotte Digital Inclusion Initiative	Charlotte Metro	http://digitalcharlotte.org/who-we-are/
NC	Charlotte Housing Authority	Charlotte Metro	http://cha-nc.org/
NC	Charlotte International House	Charlotte Metro	http://www.ihclt.org/
NC	City of Burlington, NC	Piedmont Triad (Winston-Salem)	http://www.burlingtonnc.gov
NC	City of Goldsboro Housing Authority	Goldsboro	http://www.hacg.org
NC	City of Winston-Salem	Piedmont Triad (Winston-Salem)	http://www.cityofws.org/
NC	Communities In Schools of North Carolina	Statewide	http://www.cisnc.org/
NC	Communities in Schools of Wake County	Triangle	http://www.ciswake.org
NC	Community Boys & Girls Club of Wilmington	Wilmington	https://cbgcwilm.wixsite.com/cbgcw/about1-c1x1t
NC	Crisis Assistance Ministry	Charlotte Metro	http://www.crisisassistance.org/
NC	Durham Housing Authority	Durham County	http://www.durhamhousingauthority.org/
NC	El Centro Hispano	Research Triangle Region (Raleigh / Durham / Chape	http://www.elcentronc.org/
NC	Forsyth County Department of Social Services	Piedmont Triad (Winston-Salem)	http://www.co.forsyth.nc.us/dss
NC	Goldsboro Optimist Club	Goldsboro	https://www.facebook.com/Optimist-Club-of-Goldsboro-NC-Inc-848983511804801/
NC	Goodwill Industries of the Southern Piedmont	Charlotte Metro	http://www.goodwillsp.org/
NC	Greensboro Farmers Curb Market	Piedmont Triad (Greensboro)	http://gsofarmersmarket.org/
NC	Guilford County Department of Social Services	Piedmont Triad (Winston-Salem)	http://www.myguilford.com/humanservices/socialservices/
NC	Guilford Education Alliance	Charlotte Metro	http://guilfordeducationalliance.org
NC	Hispanic League	Piedmont Triad (Winston-Salem)	http://www.hispanicleague.org
NC	Imprints Cares	Piedmont Triad (Winston-Salem)	http://imprintscares.org/
NC	Latin American Coalition	Charlotte Metro	http://www.latinamericancoalition.org/
NC	MeckEd	Charlotte Metro	http://www.mecked.org/
NC	Mount Zion Baptist Church of Greensboro, Inc.	Greensboro	https://www.mtzbc.com/
NC	NAACP	Statewide	http://www.naacpnc.org/
NC	NAACP Mecklenburg County	Charlotte Metro	http://www.charlottenaacp.com
NC	NC Center for Nonprofits	Statewide	http://www.ncnonprofits.org/
NC	NC Community Action Association	Statewide	http://www.nccaa.net/
NC	NC Department of Health & Human Services	Statewide	http://www.ncdhhs.gov/

State/National	Organization Name	City/Communty Served	Organization Website
NC	New Hanover County Department of Social Services	New Hanover County	http://socialservices.nhcgov.com/
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NC	Optimist Club of Goldsboro	Eastern NC	https://www.facebook.com/pages/biz/Optimist-Club-of-Goldsboro-
			NC-Inc-848983511804801/
NC	Pender County Social Services	Pender County	http://www.pendercountync.gov/hhs/health-human-
	·	·	services/department-of-social-services/
NC	Raleigh Housing Authority	Research Triangle Region (Raleigh /	http://www.rhaonline.com/
		Durham / Chape	
NC	Reidsville Area Foundation	Piedmont Triad (Winston-Salem)	http://www.rafoundation.org/
NC	Rockingham County Partnership for Children	Piedmont Triad (Winston-Salem)	http://www.rockinghamkids.org/
NC	Salvation Army	Charlotte Metro	https://www.salvationarmycarolinas.org/charlotte/
NC	Second Harvest Food Bank of Metrolina	Charlotte Metro	http://www.feedingamerica.org/find-your-local-foodbank/second-
			harvest-food-bank-of-metrolina.html
NC	Second Harvest Food Bank of Northwest NC	Piedmont Triad (Greensboro / Winston-	http://www.hungernwnc.org
		Salem / High	
NC	Small Business Technology Development Center	Piedmont Triad (Winston-Salem)	http://www.sbtdc.org
NC	The Winston-Salem Foundation	Piedmont Triad (Winston-Salem)	http://www.wsfoundation.org
NC	United Way of Wayne County	Goldsboro	http://www.unitedwayne.org/
NC	Urban League of Central Carolinas	Charlotte Metro	https://www.urbanleaguecc.org/
NC	US Small Business Administration	Piedmont Triad (Winston-Salem)	https://www.sba.gov/offices/district/nc/charlotte
NC	Wake Forest Baptist Medical Center	Piedmont Triad (Winston-Salem)	http://www.wakehealth.edu/
NC	WakeEd Partnership	Research Triangle Region (Raleigh /	http://www.wakeed.org/
		Durham / Chape	
NC	Wayne County DSS	Wayne County	http://www.waynegov.com/418/Social-Services
NC	WinstonNet	Piedmont Triad (Greensboro)	http://www.winstonnet.org/
NC	Winston-Salem Urban League	Piedmont Triad (Winston-Salem and	http://www.wsurban.org
		RTP)	
NC	YWCA	Piedmont Triad (Greensboro)	http://www.ywcaws.org
NV	Food Bank of Northern Nevada	Northern NV	https://fbnn.org/
NV	Office of Science Innovation and Technology	Reno	http://www.osit.nv.gov/
NV	Step 2	Northern NV	http://step2reno.org/
NV	The Children's Cabinet	Northern NV	http://www.childrenscabinet.org/
ОН	Akron Metro Housing Authority	Akron	https://www.akronhousing.org/homepage.html
ОН	Akron Urban League	Akron	http://www.akronurbanleague.org/
ОН	ALL That	Columbus	http://all-that.org/
ОН	AMVETS Post 44	Mahoning County	https://www.amvetsohiopost44.org/
ОН	Archdiocese of Cincinnati Catholic Social Services of the	Cincinnati	http://www.catholiccincinnati.org/
	Miami Valley		
OH	Area Agencies on Aging	Statewide	http://www.ohioaging.org/
ОН	Area Agency on Aging - Region 9	Cambridge	http://www.aaa9.org/
OH	Area Agency on Aging Dayton	Greater Dayton	http://info4seniors.org/

State/National	Organization Name	City/Communty Served	Organization Website
ОН	Area Agency on Aging Region 8	Marietta	https://www.agingcare.com/local/area-agency-on-aging-8-
			buckeye-hills-reno-area-agency-on-aging-oh
ОН	Ashbury Senior Computer Center	Clevveland	http://www.asc3.org/
ОН	Belmount County Department of Jobs & Family	Martins Ferry	https://jfs.ohio.gov/county/cntydir.stm
	Services		
ОН	Big Brothers Big Sisters of Zanesville	Zanesville and Muskingum County	http://www.bbbsz.org
ОН	Boys & Girls Clubs of Dayton	Dayton	http://bgcdayton.org/
ОН	Boys and Girls Club of Washington County	Marietta and Washington County	https://bgcwcmarietta.com/
ОН	Brunner Literacy Center	Dayton	https://www.brunnerliteracy.org/
ОН	Care Source	Dayton	https://www.caresource.com/
ОН	Catholic Charities Diocese of Youngstown	Youngstown	https://ccdoy.org/
ОН	Catholic Charities-Steubenville	South East Ohio	http://www.diosteub.org/
ОН	City of Willoughby Hills WHISPER Program	Willoughby Hills	http://willoughbyhills-
			oh.gov/departments/services/whisper/index.php
ОН	City Year Columbus	Columbus	https://www.cityyear.org/columbus
ОН	Cleveland Central Promise Neighborhood	Cleveland	http://www.clevelandpromiseneighborhood.org/
ОН	Cleveland Deparmtment Public Health Mom's First	Cleveland	http://www.clevelandhealth.org/network/health/momsfirst.php
	Initiatitve		
ОН	Cleveland Metropolitian School District	Cleveland	http://www.clevelandmetroschools.org/
ОН	Columbus Urban League	Columbus	http://www.cul.org/
ОН	Community Action Commission of Belmont County	Belmont County	http://www.cacbelmont.org/
ОН	Community Action Council of Columbiana County	Lisbon	http://www.caaofcc.org/
ОН	Community Action Council of Portage County	Ravenna	http://www.cacportage.net/
ОН	Community Action Partnership of the Greater Dayton	5 Counties SW Ohio	https://miamivalleycap.org/
	Area		
ОН	Community Building Institute	Middletown	https://cbimiddletown.org/
ОН	Community Computer Alliance	Columbus	http://ccompa.org/
ОН	Connect Your Community 2.0	Cleveland	http://connectyourcommunity.org/
ОН	Coshocton County Department of Jobs & Family	Coshocton	http://coshoctonifs.org/
	Services		
ОН	Council on Economic Opportunity in Greater Cleveland	Cleveland	http://www.ceogc.org
ОН	Cuyahoga Community College	Cleveland	http://www.tri-c.edu
ОН	Cuyahoga County Public Library	Cleveland	http://www.cuyahogalibrary.org
ОН	Cuyahoga County WIC	Cleveland	http://www.metrohealth.org/public-health-programs/cuyahoga-
			county-women-infants-and-children-wic-program
ОН	Cuyahoga Metropolitain Housing Authority	Cleveland	http://www.cmha.net
ОН	Dayton Hispanic Chamber of Commerce	Dayton	http://www.daytonhispanicchamber.com/
ОН	Dayton Metro Library	Dayton Area	http://www.Daytonmetrolibrary.org

State/National	Organization Name	City/Communty Served	Organization Website
ОН	Dayton YWCA	Dayton, Mongomery County, & Preble	http://www.ywcadayton.org
		County	
ОН	Detroit-Shoreway Community Development	Cleveland	https://www.dscdo.org/
	Organization		
ОН	East End Community Center	Dayton	http://www.east-end.org/
ОН	Eastside Community Ministry	Zanesville	http://eastsideministry.org/site/
ОН	Esperanza	Clevland	http://www.esperanzainc.org
ОН	Fairfax Renaissance Development Corporation	Cleveland	http://www.fairfaxrenaissance.org
ОН	Family Service of Middletown	Middletown	http://www.fsmiddletown.org/
ОН	Feed the Creek	Beavercreek	https://bcnazarene.com/portfolio/feed-the-creek/
ОН	Finch Group Arbor Park Village	Cleveland	http://www.arborparkvillage.com
ОН	Flying High, Inc.	Youngstown	http://flyinghighinc.org/
ОН	Franklin County department of Jobs & Family Services	Columbus	https://jfs.franklincountyohio.gov/
ОН	Gallia-Meigs Community Action Agency	Cheshire	http://www.galliameigscaa.webs.com/
ОН	Godman Guild Association	Columbus	http://www.godmanguild.org/
ОН	Good Neighbor House	Dayton	https://goodneighborhouse.org/
ОН	Goodwill Easter Seals Miami Valley	Greater Dayton	http://www.easterseals.com/connect-locally/service-center-
			locations/goodwill-miami-valley-dayton-main-office.html
ОН	Greater Cleveland Food Bank	Cleveland	https://www.greaterclevelandfoodbank.org/
OH	Greater Dayton United Way	Dayton	https://dayton-unitedway.org/
ОН	Greater Stark County Urban League	Canton, OH	https://www.facebook.com/pages/Greater-Stark-County-Urban-
			League-Inc/116476871710002
ОН	Highland County Community Action Partnership	Highland County	http://hccao.org/
ОН	Highland County Seniors	Highland County	http://highlandseniors.com/
ОН	Hocking Athens Perry Community Action	Hocking/Athens Perry County	http://www.hapcap.org/
ОН	Latino Connection	Dayton	http://latinoconnection.org
ОН	Lawrence County Department of Jobs & Family	Ironton	http://www.lawrencecountydjfs.com/
	Services		
ОН	Legal Aid Society of Dayton-Ellis Jacobs	Greater Dayton	http://www.ablelaw.org
ОН	LifeSpan	Middletown	https://lifespanohio.org/
ОН	Lott Industries	Toledo	http://www.LottServes.org
ОН	Mastering Generosity Unlimited	Cleveland	http://www.facebook.com/Mastering-Generosity-unlimited-
			<u>172922876234708/</u>
ОН	Metrohealth	Cleveland	http://www.metrohealth.org
ОН	Metrohealth Center for Healthcare Research and Policy	Cleveland	http://www.chrp.org/
ОН	Miami Valley Urban League	Dayton	http://www.ulgso.org/
ОН	Mill Creek Children's Center	Youngstown	http://www.millcreekchildrenscenter.org/
ОН	NAACP - Lake County Branch	Lake County	http://www.lakecountynaacpohio.org/
ОН	National Church Residences	Columbus	http://www.nationalchurchresidences.org/

State/National	Organization Name	City/Communty Served	Organization Website
ОН	Neighborhoods Over Politics	Dayton	http://www.neighborhoodsoverpolitics.org/
ОН	Ohio Association of Community Action Agencies	Statewide	http://www.oacaa.org/
ОН	Ohio Mean Jobs (Cleveland Cuyahoga County	Cleveland	https://www.omjcc.us/
	Workforce Investment Board)		
ОН	O'Neill Center	Marietta and Washington County	http://www.oneillcenter.com
ОН	Open NEO	Cleveland	http://www.openneo.org
ОН	P-20 Council	South East Ohio	http://aop20.org
ОН	Parma Heights Food Pantry	Parma Heights	https://www.foodpantries.org/ci/oh-parma_hts
ОН	Perry county Department of Jobs & Family Services	New Lexington	https://www.perryjfs.org/
ОН	Potential Development	Youngstown	http://potentialdevelopment.org/
ОН	Resident Resource Network	Columbus, Cincinnati, Marysville	http://www.residentresources.org/
ОН	Royal Redeemer Food Pantry	North Royalton	http://royred.org/church/2016/index.php
ОН	Samaritan Outreach Services	Highland County	http://samaritanoutreachservices.com/
ОН	Stark Community Action Agency	Akron	http://www.sccaa.org/
ОН	Strongsville Emergency Food Bank	Strongsville	http://www.strongsvillefoodbank.org/
ОН	Summit Education Initiative	Akron	http://seisummit.org/
ОН	The Wesley Community Center	Dayton	http://wesleycenterdayton.org
ОН	Thea Bowman Center	Cleveland	http://www.theabowmancenter.org
ОН	Toledo Fair Housing Center	Toledo	http://www.toledofhc.org/
ОН	United Way- Muskingum, Perry Morgan Counties	Muskingum Perry Morgan Counties	http://www.unitedwayofmpm.org/
ОН	United Way of Fairfield County	Lancaster	http://www.uwayfairfieldco.org
ОН	University Settlement Inc.	Cleveland	http://www.universitysettlement.net/
ОН	Urban Health Initiative	Cleveland	http://www.case.edu/medicine/urbanhealth
ОН	Urban Mission	Steubenville	http://www.urbanmission.org/
ОН	Warren County Community Services, Inc.	Warren County	http://www.wccsi.org/sitepages/HOME.html
ОН	Washington Morgan Community Action Program	Marietta	http://www.wmcap.org
ОН	Westerville Area Resource Ministry	Westerville	http://www.warmwesterville.org/
ОН	YMCA and JCC of Greater Toledo	Toledo	http://www.ymcatoledo.org
ОН	YMCA Central Ohio	Columbus	https://www.ymcacolumbus.org/
ОН	Youngstown YMCA	Youngstown	https://www.ymcayo.org/
ОН	Youngstown/Mahoning County United Way	Youngstown	https://www.ymvunitedway.org/
ОН	Zanesville Civic League	Zanesville	http://zclcc.org/
OK	Ada Area Youth Shelter	Ada and Surrounding Communities	http://www.areayouthshelter.com/
OK	Ada Homeless Service	Ada and Surrounding Communities	http://www.adahomelessservices.org/
OK	Ada Regional United Way	Ada and Surrounding Communities	https://www.adaunitedway.org/
OK	Ada Senior Care Center	Ada and Surrounding Communities	https://www.facebook.com/adaseniorcarecenter/
OK	Arbuckle Area Boy Scouts	Ada and Surrounding Communities	http://www.arbucklebsa.org/
OK	Bryan County United Way	Durant	http://bryancountyunitedway.org/
OK	Catholic Charities	OKC	https://catholiccharitiesok.org/
OK	Consumer Credit Counseling	Ada and Surrounding Communities	https://www.greenpath.com/cccsok/
OK	Dolly Parton Imagination Library	Ada and Surrounding Communities	https://imaginationlibrary.com/

State/National	Organization Name	City/Communty Served	Organization Website
OK	El Nacional Media Group	Oklahoma City	http://www.elnacionalmedia.com/
OK	Family Crisis Center	Ada and Surrounding Communities	http://familycrisiscenterada.com/
OK	Girl Scouts of Eastern Oklahoma	Ada and Surrounding Communities	http://www.gseok.org/
OK	Latino Community Development Agency	Oklahoma City	http://lcdaok.com/
OK	Legal Aid Services of Oklahoma	Ada and Surrounding Communities	http://www.legalaidok.org/
OK	Muskogee Housing Authority	Muskogee	http://www.muskogeehousing.org/
ОК	Muskogee Public Schools	Muskogee	https://www.muskogeeps.org/
OK	Pauls Valley Chamber of Commerce	Pauls Valley and Surrounding Communities	http://www.paulsvalleychamber.com/
OK	Pauls Valley Samaritans	Pauls Valley and Surrounding Communities	https://www.facebook.com/The-Samaritans-of-Pauls-Valley- 294349904078256/
ОК	Pauls Valley United Fund	Pauls Valley and Surrounding Communities	https://www.facebook.com/pages/Pauls-Valley-United- Fund/1383240678606350
ОК	Pontotoc Animal Welfare Society (PAWS)	Ada and Surrounding Communities	https://www.adoptpaws.org/
ОК	Pryor Public Schools	Pryor	https://sites.google.com/a/pryorschools.org/pryorschools-org/
ОК	Salvation Army -OKC	ОКС	http://salvationarmyokcac.org/
OK	South Central OK United Way	Ardmore	http://www.uwsco.org/
OK	South Oklahoma City Chamber of Commerce	South Oklahoma City Area	http://southokc.com/
OK	Southwest Oklahoma United Way	Lawton	http://www.uwswok.org/
OK	Stephens County United Way	Duncan	http://www.unitedwayofsc.org/
OK	United Way of Norman	Norman and Surrounding Communities	http://www.unitedwaynorman.org/
ОК	United Way Oklahoma City	ОКС	https://www.unitedwayokc.org/
SC	Forces United	Aiken, Barnwell, Edgefield, & McCormick Counties +	http://forcesunited.org/
SC	Aiken Co. United Way	Aiken	http://www.uwaiken.org
SC	Charleston Trident Urban League	Tri-county region	http://www.ctul.org/
SC	Columbia Housing Authority	Columbia/Midlands Region	https://www.columbiahousingsc.org/
SC	Columbia Urban League (Midlands Region)	Columbia/Midlands Region	http://www.columbiaurbanleague.org/
SC	Community in Schools of Charleston	Berkeley & Charleston	http://www.cischarleston.org/
SC	Florence County United Way	Florence	https://www.unitedway.org/local/united-states/south- carolina/united-way-of-florence-county
SC	Harvest Hope Food Bank	Columbia SC	http://www.harvesthope.org
SC	Palmetto Warrior Project	Charleston Region	http://palmettowarriorconnection.org/
SC	Optus Bank	Columbia SC	https://www.optus.bank/
SC	SC Education Oversight Commission	Statewide	http://www.eoc.sc.gov
SC	SC Hispanic Chamber of Commerce	South Carolina	http://schcc.org/
SC	Tri-County Cradle to Career	TriCounty (Charleston, Berkeley, Dorchester)	http://tricountycradletocareer.org/
SC	Trident United Way	Charleston Region	http://www.tuw.org/

State/National	Organization Name	City/Communty Served	Organization Website
SC	Urban League of the Upstate	Greenville/Spartanburg (Upstate Region)	http://urbanleagueupstate.org/
SC	WINGS For Kids	(843) 352-3361	http://www.wingsforkids.org/
SC	YMCA of Charleston	TriCounty (Charleston, Berkeley,	http://www.ymcagc.org/
		Dorchester)	
SC	YWCA of Charleston	Charleston, SC.	https://www.ywcagc.org/
TN	Arkwings	Greater Memphis	http://arkwings.com/
TN	Bartlett High School	Memphis-Shelby County	https://bhs.bartlettschools.org/
TN	Big Brothers Big Sisters of East TN	Knox County	http://www.tennesseebig.org
TN	Big Brothers/Big Sisters of the Mid South, Inc.	Memphis	https://msmentor.org/
TN	Boys & Girls Clubs of Memphis	Shelby County	http://www.bgcm.org
TN	Boys & Girls Clubs of the TN Valley	East Tennessee	https://bgctnv.org/
TN	Brownsville-Haywood County Chamber	Haywood County	http://bhcchamber.org/
TN	CAC/Office on Aging	Knox County	http://www.knoxseniors.org
TN	Casa Azafran	Nashville	http://www.casaazafran.org/
TN	Case Management, Inc.	Memphis	http://www.cmiofmemphis.org
TN	Christ Community Health Services	Greater Memphis	https://www.christcommunityhealth.org/
TN	City of Bolivar, Tenn	West Tenn	http://www.cityofbolivar.com/
TN	City of Brownsville, Tenn	West Tenn	http://brownsvilletn.gov/public-announcements/
TN	Cleveland City Schools	Cleveland,TN	https://www.clevelandschools.org/
TN	CodeCrew	Shelby County	http://codecrew.co/
TN	Communities in Schools-Memphis	Memphis	http://communitylift.org/
TN	Community Lift	Shelby County	http://www.communitylift.org
TN	Compassion Coalition	Knox County	http://www.compassioncoalition.org
TN	Conexion Americas	Nashville	http://www.conexionamericas.org/
TN	COPPER	Shelby County	*
TN	Covington-Tipton Chamber	Tipton County	http://www.covington-tiptoncochamber.com
TN	East Tennessee Quality Growth	East Tennessee	https://www.facebook.com/ETQualityGrowth/
TN	Emerald Youth Foundation	Knox County	http://www.emeraldyouth.org
TN	Fayette Cares	Somerville-Fayette County	https://fayettecares.org/
TN	Ferry Godmother	Nationwide	https://www.ferrygodmother.com/
TN	Fifty Forward	Nashville	http://www.fiftyforward.org
TN	Frayser Neighborhood Exchange	Shelby County	http://frayserneighborhoodcouncil.blogspot.com/
TN	Greater Middle Baptist Church	Memphis	http://middlebaptistchurch.org/
TN	Greater New Kingdom Church	South Memphis	https://www.facebook.com/pages/New-Kingdom-Missionary-
			Baptist-Church/104933222882983
TN	Habitat for Humanity of Greater Volusia County	Memphis-Shelby County	https://www.memphishabitat.com/
TN	Hanley Elementary - Aspire	Memphis	https://aspirepublicschools.org
TN	Hardeman County Chamber	City of Bolivar-Hardeman County	http://hardemancountytn.com
TN	Jackson African American Chamber	Jackson, Madison County	http://www.jmcaacc.org
TN	Junior Acheivement of Memphis	Shelby County	https://www.juniorachievement.org/web/ja-memphis/
TN	Kiwanis Club of Whitehaven	Memphis-Whitehaven Community	http://www.whitehavenkiwanis.org

State/National	Organization Name	City/Communty Served	Organization Website
TN	Knowledge Quest	Shelby County	http://www.knowledgequest.org
TN	Knoxville Area Urban League	Knox County	http://www.thekaul.org
TN	Knoxville Leadership Foundation	Knox County	http://www.klf.org
TN	Ladies in Need Can Survive, Inc.	Memphi-Shelby County	http://www.ladiescan.org/home.aspx
TN	Landmark Training Development Company	Greater Memphis-Orange Mound	https://www.landmarktraining.org/
		Community	
TN	LaTino Memphis	Shelby County	http://www.latinomemphis.org
TN	Lauderdale County Chamber	Lauderdale County	http://www.lauderdalecountytn.org
TN	LeMoyne Owen College	Shelby County	http://www.loc.edu/
TN	Lester Community Center	Memphis-Binghampton	https://memphistn.gov/parks/find_your_community_center/locati
			ons/alphabetical list of centers/lester
TN	LifeLine 2 Success	Shelby County	http://www.lifeline2success.org/
TN	Love's Healthy Start	Nashville	https://www.facebook.com/events/183036231871046/
TN	Memphis Black Arts Alliance, Inc.	Greater Memphis-South Memphis	http://mbaafirehouse.org/
TN	Memphis Dream Center	Shelby County	http://www.memphisdreamcenter.com
TN	Memphis Public Library/s	Memphis	http://www.memphislibrary.org/linc-2-1-1/
TN	Memphis Urban League	Shelby County	http://memul.org/mul/
TN	Mid-South Business Continuum	Memphis	https://www.mmbc-memphis.org/
TN	Mt. Olive Cathedral	Memphis	http://mtolivecathedral.com/
TN	Mt. Pisgah CME Church	Memphis	https://www.mtpisgahcme.org/pastor-information
TN	NAACP - Memphis Chapter	Greater Memphis	http://www.naacpmemphis.org/
TN	Nashville Black Chamber	Nashville	http://www.nashvilleblackchamber.org/
TN	Nashville Hispanic Chamber	Nashville	http://www.nashvillehispanicchamber.com
TN	National Council of Negro Women-Shelby County	Memphis	http://www.ncnwmemphis-shelbycounty.org/
	Section		
TN	Northside Neighborhood House	Chattanooga	https://www.nnhouse.org/
TN	Operation Stand Down	Greater Memphis-Shelby County	https://osdmidsouth.org/
TN	Orange Mound Senior Services	Shelby County	https://www.memphistn.gov/cms/One.aspx?portalId=11150816&
			pageId=12164003
TN	Porter Leath	Shelby County	http://www.porterleath.org
TN	Project Grad - Fulton High School	East Tennessee	http://www.projectgradknoxville.org/about-us/
TN	Project GRAD Knoxville	Knox County	http://www.ProjectGradKnoxville.org
TN	Raising the Bar Community Development	Memphis	http://www.raisingthebarmemphis.com
TN	RISE	Shelby County	http://www.risememphis.org
TN	Second Harvest Food Bank of Middle Tennessee	Nashville	http://www.secondharvestmidtn.org
TN	Senior Citizens Home Assistance Services	Knox County	http://www.schas.org
TN	Shelby County Schools	Memphis	http://www.scsk12.org/
TN	Southeast TN Area Agency on Aging and Disability	Chattanooga	http://www.setaaad.org
TN	Tate Computer Systems	Memphis	https://www.tatecomputersystems.com/
TN	Tech Goes Home Chattanooga	Chattanooga	http://www.techgoeshomecha.org

State/National	Organization Name	City/Communty Served	Organization Website
TN	Tennessee College of Applied Technology Covington	Covington	https://tcatcovington.edu/
TN	Tennessee College of Applied Technology Crump	Crump	https://tcatcrump.edu/
TN	Tennessee College of Applied Technology Memphis	Memphis-Shelby County	https://tcatmemphis.edu/
TN	Tennessee College of Applied Technology Newbern	Newbern	https://tcatnewbern.edu/
TN	Tennessee College of Applied Technology Ripley	Ripley	https://tcatripley.edu/
TN	Tennessee College of Applied Technology Whiteville	Whiteville	https://tcatwhiteville.edu/
TN	Tennessee NAACP	Statewide	http://www.tnnaacp.org
TN	The Excel Center	Memphis	https://goodwillmemphis.org/excel-center/
TN	The Restoration House	Memphis-Frayser	http://lfcrestorationhouse.wixsite.com/shelter
TN	The Works	Memphis-South Memphis Community	http://theworkscdc.org/
TN	Tipton County Schools	Tipton County	https://www.tipton-county.com
TN	TN Department of Human Services	State of Tennessee	https://www.tn.gov/humanservices.html
TN	United Way of Greater Knoxville	Knox County	http://www.uwgk.org
TN	United Way of Loudon County	Loudon County	http://www.unitedwayloudoncounty.org
TN	United Way of Metropolitan Nashville	Nashville	https://www.unitedwaynashville.org/
TN	United Way of the Greater Clarksville Region	Clarksville	http://liveunitedclarksville.org/
TN	United Way of the Ocoee Region	Cleveland,TN	http://www.unitedwayocoee.org
TN	United Way of West Tennessee	Jackson	http://www.uwwt.org
TN	United Way of Williams County	Franklin	https://uwwc.org/
TN	United Way Sumner County	Hendersonville	http://www.unitedwaysumner.org
TN	Urban League of Greater Chattanooga	Chattanooga	http://www.ulchatt.net
TN	Urban League of Mid TN	Davidson County	https://www.ulmt.org/
TN	VITA (United Way Metro Nashville	Nashville	https://www.unitedwaynashville.org/programs/vita
TN	Whitehaven Partnership Org	Memphis-Whitehaven Community	https://memphistn.gov/news/what s new/partnership meetings
			held monthly across city
TN	Workforce Investment Network	Memphis-shelby County	http://www.workforceinvestmentnetwork.com/
TN	Workforce Investment Network	Somerville-Fayette County	http://www.workforceinvestmentnetwork.com/
TN	YMCA Y-CAP	Cleveland,TN	https://www.ymcachattanooga.org/ymca-y-cap-cleveland
TN	Youth Town	Jackson	http://www.youthtown.net/
TN	Youth Villages	Memphis	http://www.youthvillages.org/
TX	Allen Community Outreach	Allen	https://acocares.org
TX	Alley's House	Dallas	http://www.alleyshouse.org
TX	Amarillo College Advocacy Resource Center	Amarillo College Students	http://www.actx.edu/arc/advocacy-and-resource-center
TX	AMISTAD	El Paso/Fort Bliss	http://www.projectamistad.org
TX	Assistance Center of Collin County	Plano	http://www.assistancecenter.org
TX	Austin Free-Net	Austin	http://austinfree.net
TX	Austin Interfaith	Austin	http://www.austininterfaith.org

State/National	Organization Name	City/Communty Served	Organization Website
TX	Austin ISD	Austin	https://www.austinisd.org/
TX	AVANCE	Austin	http://austin.avance.org/
TX	Big Brother Big Sister	Dallas	https://www.bbbstx.org/dallas/
TX	Big Brothers-Big Sisters	El Paso	https://www.bbbstx.org/westcentraltexas/
TX	Big Thought	Dallas	http://www.bigthought.org
TX	Borderplex Workforce Solutions	El Paso	http://www.borderplexjobs.com
TX	Boys & Girls Club Collin County	Plano	http://www.bgccc.org
TX	Boys & Girls Club of El Paso	El Paso	http://www.bgcelpaso.org/
TX	Boys & Girls Club of Greater Dallas	Dallas	https://bgcdallas.org
TX	Boys and Girls Club of the Austin Area	Austin	http://www.bgcaustin.org
TX	Breakthrough Central Texas	Austin	http://breakthroughctx.org/
TX	Brighter Bites	Houston	https://www.brighterbites.org/
TX	Business Payment Systems/Business Adviser	RGV	http://bpsmerchant.com/
TX	Casa de Misericordia	Laredo	https://casademisericordia.org/
TX	Central Health	Austin	http://www.centralhealth.net/
TX	Central Texas Food Bank	Austin	https://www.austinfoodbank.org/
TX	Child Inc	Austin	http://childinc.org/
TX	City of El Cenizo	Laredo	https://www.cityofelcenizo.com/
TX	City of Grand Prairie	CIty of Grand Prairie	https://www.gptx.org/
TX	City of San Elizario	San Elizario El Paso County	http://www.cityofsanelizario.com
TX	Clinica San Vicente	El Paso/El Paso County	http://www.sanvicente.org
TX	Coalition of Texans With Disabilities	Austin/Statewide	http://www.txdisabilities.org
TX	Collin County Veterans Services	Plano	http://www.collincountytx.gov/veterans
TX	Communities in Schools - El Paso	El Paso	http://www.ciselpaso.net/
TX	Communities in Schools - Laredo	Laredo	http://www.cislaredo.org/
TX	Communities in Schools of Central Texas	Austin	http://www.ciscentraltexas.org
TX	Dallas Leadership Foundation	Dallas	http://www.dlftx.org
TX	Edinburg Boys & Girls Club	Edinburg, TX	http://edinburgkids.com/
TX	Education is Freedom	Dallas	http://educationisfreedom.com/
TX	El Pasoans Fighting Hunger	El Paso	http://www.elpasoansfightinghunger.org/
TX	Foundation Community	Austin	http://foundcom.org/
TX	Foundation for the Diocese of El Paso	El Paso	http://www.elpasodiocesefoundation.org
TX	Friends of Wednesday's Child	Dallas	https://www.wfaa.com/wednesdays-child
TX	Genesis Women's Shelter	Dallas	http://www.genesisshelter.org
TX	Goodwill of Central Texas	Austin	https://www.goodwillcentraltexas.org
TX	Grand Prairie YMCA	Grand Prairie	https://www.ymcadallas.org/locations/grand prairie
TX	Greater Austin Hispanic Chamber of Commerce	Austin	http://www.gahcc.org
TX	Habitat for Humanity	Austin	https://www.austinhabitat.org/
TX	Habitat for Humanity- Collin County	Collin County	https://habitatcollincounty.org
TX	Harris County Precinct 1, Commissioner Gene Locke	Houston	http://hcp1.net/
TX	Hispanic Women's Network of Texas	Austin/Statewide	http://www.hwnt.org

State/National	Organization Name	City/Communty Served	Organization Website
TX	Houston City Council Member Robert Gallegos, Chair of	Houston	http://www.houstontx.gov/council/committees/rna.html
	Regulation & Neighborhood Affairs Committee		
TX	Irving Cares	Irving	http://www.irvingcares.org
TX	Laredo Independent School District - Parent	Laredo, TX	https://www.laredoisd.org/student_services/departments/parent
	Involvement Coordinator		al involvement
TX	Legacy Community Health	Houston	https://legacycommunityhealth.org/
TX	LifeWorks	Austin	http://www.lifeworksaustin.org/
TX	Literacy Coalition of Central Texas	Austin	http://www.willread.org
TX	Meals on Wheels Central Texas	Austin	http://www.mealsonwheelsandmore.org/
TX	Mercy Meals of Laredo	Laredo	http://www.mercy.net/laredotx
TX	Mission Economic Development Corporation	Mission	http://www.missionedc.com
TX	Momentus Institute	Dallas	http://momentousinstitute.org/
TX	North Texas Food Bank	Dallas	https://www.ntfb.org/
TX	Office of State Rep. Eddie Rodriguez	Austin	http://www.house.state.tx.us/members/member-
	· · · · ·		page/?district=51
TX	Pharr Ecnomic Development Corporation	RGV	http://pharredc.com/
TX	Plano Title I Parent Involvement	Plano	https://www.pisd.edu/Page/3752
TX	Progressive de San Elizario	San Elizario El Paso County	https://www.facebook.com/pages/Organizacion-Progresiva-De-
			San-Elizario/163195340365572
TX	Project MALE	Dallas	http://www.projectmaleprogram.net
TX	Project Still I Rise	Dallas	http://www.psir.org/
TX	Rainbow Days	Dallas	http://rainbowdays.org/
TX	Reading Partners	Dallas	https://readingpartners.org/location/north-texas/
TX	Rio Grande Cancer Foundation	El Paso	http://www.rgcf.org
TX	San Antonio Hispanic Chamber of Commerce	San Antonio	http://www.sahcc.org
TX	San Antonio Light House for the Blind	San Antonio	https://www.salighthouse.org/
TX	San Antonio Metropolitan Ministries	San Antonio	https://www.samm.org
TX	San Antonio Nonprofit Council	San Antonio	https://www.tncouncil.org/
TX	SER-Jobs for Progress	Houston	http://www.SERhouston.org
TX	Southwest Community Investment Corporation	RGV	*
TX	St. Ignatius Church	El Paso	https://www.facebook.com/Saint-Ignatius-Catholic-Church-
			<u>309849405775654/</u>
TX	St. Phillip's School	Dallas	http://www.stphilips1600.org
TX	Tarrant Area Food Bank	Tarrant County	https://tafb.org
TX	Texas A&M AgriLife Extension-Hidalgo County	Hidalgo County	https://hidalgo.agrilife.org/
TX	Texas Dress for Success	Statewide	https://dallas.dressforsuccess.org
TX	Texas Education Agency - Education Service Centers	Statewide	https://tea.texas.gov/About_TEA/Other_Services/Education_Servi
			ce Centers/Education Service Centers/
TX	Texas NAACP	Statewide	https://www.facebook.com/groups/154130934598966/
TX	Texas Network of Youth Services	Statewide	http://tnoys.org
TX	Texas PTA	Statewide	http://www.txpta.org

State/National	Organization Name	City/Communty Served	Organization Website
TX	The Concillio	Dallas	http://theconcilio.org/
TX	The Resource Center	Dallas	http://www.rcdallas.org
TX	TX State Council of Vietnam Veterans	Statewide	http://www.texvet.com
TX	United Way for Greater Austin	Austin	http://www.unitedwayaustin.org
TX	United Way of El Paso	El Paso	http://www.unitedwayelpaso.org/
TX	United Way of South Texas	RGV	http://www.unitedwayofsotx.org/
TX	University of Texas - Rio Grande Valley	Rio Grande Valley	http://www.utrgv.edu/en-us/
TX	Workforce Solutions for South Texas	Laredo, TX	http://www.southtexasworkforce.org
TX	Workforce Solutions of West Central Texas	Abilene, Texas	http://www.workforcesystem.org
TX	Workforce Solutions Panhandle	Amarillo, Texas	https://wspanhandle.com/
TX	Workforce Solutions Southplains	Lubbock, Texas	https://workforcesouthplains.org/
WI	Big Brothers Big Sisters of Washington County	West Bend, WI	http://www.bbbswashco.org
WI	Boys & Girls Club of Door County	Sturgeon Bay, WI	http://www.bgcdoorcounty.org
WI	Community Action Inc	Beloit	http://www.community-action.org/
WI	Community Advocates	Milwaukee	http://www.communityadvocates.net
WI	Community Care Preschool & Child Care, Inc.	Dodge County	http://childcarecenter.us/provider detail/community care inc be
			aver dam wi
WI	Dane County Department if Human Service	Dane County	https://danecountyhumanservices.org/default.aspx
WI	DaneNet	Dane County	http://www.danenet.org/
WI	Everyone Cooperating to Help Others (Echo) Janesville	Janesville	http://echojanesville.org/
WI	Feeding Wisconsin	Dane County	http://www.feedingwi.org/
WI	Forward Service Corp	Brown County	http://www.fsc-corp.org/
WI	Fox Valley Veterans Council	Outagamie County	http://www.foxvalleyveteranscouncil.org/
WI	Goodwill Industries of Northcentral WI	Outagamie County / Brown County	http://www.goodwillncw.org/
WI	Habitat for Humanity of Washington and Dodge Counties	Statewide	http://hfhwashco.org/
WI	Hmong American Friendship Association	Milwaukee	http://hmongfriendship.org/
WI	Housing Authority of Portage County	Stevens Point	https://www.pchousingauthority.com/
WI	Interfaith Hospitality Network (IHN) Shelter Program	Madison	https://www.homelessshelterdirectory.org/cgi-
			bin/id/shelter.cgi?shelter=9271
WI	Milwaukee Urban League	Milwaukee	http://www.tmul.org
WI	Neighborhood House Community Center	Madison	https://neighborhoodhousemadison.org/
WI	Reach Dane	Madison	http://www.dcpcinc.org/
WI	Second Harvest Foodbank of Southern Wisconsin Inc.	Southern Wisconsin	http://www.secondharvestmadison.org/
WI	Social Development Commission	Milwaukee	http://www.cr-sdc.org
WI	Stevens Point Warming Center	Stevens Point	http://www.wisconsineci.org/
WI	The Road Home	Madison	http://trhome.org/
WI	United Community Center	Milwaukee - South Side	http://www.unitedcc.org
WI	Urban League of Greater Madison	Madison	http://ulgm.org/
National	National PTA – Parent Teacher Association	Nationwide	https://www.pta.org/

State/National	Organization Name	City/Communty Served	Organization Website
	FCCLA – Family, Career and Community Leaders of		
National	America	Nationwide	http://www.fcclainc.org/
National	OCA – Asian Pacific American Advocates	Nationwide	https://www.ocanational.org/
National	LULAC – League of United Latin American Citizens	Nationwide	https://lulac.org/
National	HUD – Housing and Urban Development	Nationwide	https://www.hud.gov/
National	The Elizabeth Dole Foundation	Nationwide	https://www.elizabethdolefoundation.org/

Exhibit 6
Partner Organizations Added January 1 - July 24, 2019

State/National	Organization Name	City/Communty Served	Organization Website
CA	Campfire Inland Southern CA	San Bernardino County	https://www.campfiretoday.org/
CA	Merced Family Lao	Meced County	https://www.laofamilymerced.org/
CA	Urban Corps of San Diego County	San Diego County	https://www.urbancorpssd.org/
ОН	Care Source	Dayton	https://www.caresource.com/
ОН	Good Neighbor House	Dayton	https://goodneighborhouse.org/
TN	Arkwings	Greater Memphis	http://arkwings.com/
TN	Christ Community Health Services	Greater Memphis	https://www.christcommunityhealth.org/
TN	Ferry Godmother	Nationwide	https://www.ferrygodmother.com/
TN	Landmark Training Development Company	Greater Memphis-Orange Mound	https://www.landmarktraining.org/
		Community	
TN	Lester Community Center	Memphis-Binghampton	https://memphistn.gov/parks/find_your_community_center/locati
			ons/alphabetical list of centers/lester
TN	Memphis Black Arts Alliance, Inc.	Greater Memphis-South Memphis	http://mbaafirehouse.org/
TN	Operation Stand Down	Greater Memphis-Shelby County	https://osdmidsouth.org/
TN	TN Department of Human Services	State of Tennessee	https://www.tn.gov/humanservices.html

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Access from AT&T Outreach Collateral (English)

Exhibit 7
Offer Flyer (for Families)

Brighten your child's future with the Internet.



Internet for just \$10 a month



The digital world is full of possibilities. AT&T is making it easier to connect to friends, family, and the things that matter most. If at least one person in your household is a **SNAP* participant**, you may qualify for 10Mbps home Internet service at our discounted \$10 rate.** In California only, households receiving SSI benefits also may qualify.***

Access from AT&T takes you online so you and your family can:

- Do homework
- · Research colleges and scholarships
- Stay up to date with school news and connect with teachers
- Connect with friends and family around the country and world

And a whole lot more!

Plus, there's NO commitment, NO deposit and NO installation fee.

Get an in-home Wi-Fi gateway and access to the nationwide AT&T Wi-Fi Hot Spot network – INCLUDED at no extra cost.†

Other eligibility requirements apply.

Visit **att.com/access** for complete information and to apply.

Or call 1-855-220-5211



Exhibit 7
Offer Flyer (for Seniors)

Get Home Internet and Stay Connected.





Internet for just \$10 a month

Staying independent is easier with the Internet. If at least one person in your household is a **SNAP* participant,** you may qualify for 10Mbps home Internet service at our discounted \$10 rate.** In California only, households receiving SSI benefits also may qualify.***

Access from AT&T takes you online so you can:

- · Stay in touch with family
- · Pay bills online
- Shop for groceries and other items
- Find information on community activities, entertainment and news

And a whole lot more!

Get FREE training resources at digitalyou.att.com/access, plus get FREE installation support.

Plus, there's NO commitment, NO deposit and NO installation fee.

Get an in-home Wi-Fi gateway and access to the nationwide AT&T Wi-Fi Hot Spot network – INCLUDED at no extra cost.†

Other eligibility requirements apply.

Visit **att.com/access** for complete information and to apply.

Or call 1-855-220-5211



Exhibit 7
AT&T Offer Flyer

Affordable Home Internet. Incredible Opportunities.



Internet for just \$10 a month



The digital world is full of possibilities.

AT&T is making it easier to connect to friends, family, and the things that matter most.

If at least one person in your household is a **SNAP* participant**, you may qualify for 10Mbps home Internet service at our discounted \$10 rate.** In California only, households receiving SSI benefits also may qualify.***

Access from AT&T takes you online so you can:

- Do homework
- Search for jobs
- Pay bills
- Find news, information and entertainment

And a whole lot more!

Plus, there's NO commitment, NO deposit and NO installation fee.

Get an in-home Wi-Fi gateway and access to the entire national AT&T Wi-Fi Hot Spot network – INCLUDED at no extra cost.†

Other eligibility requirements apply.

Visit **att.com/access** for complete information and to apply.

Or call 1-855-220-5211.



Exhibit 7
AT&T Offer Flyer (CA Only, English)

Affordable Home Internet. Incredible Opportunities.



Internet for just \$10 a month



The digital world is full of possibilities.

AT&T is making it easier to connect to friends, family, and the things that matter most. If you are a California resident and at least one person in your household is a **SNAP* participant** or **receives SSI** benefits,** you may qualify for 10Mbps home Internet service at our discounted \$10 rate.***

Access from AT&T takes you online so you can:

- Do homework
- Search for jobs
- Pay bills
- Find news, information and entertainment

Plus, there's NO commitment, NO deposit and NO installation fee.

Get an in-home Wi-Fi gateway and access to the entire national AT&T Wi-Fi Hot Spot network – INCLUDED at no extra cost.†

Other eligibility requirements apply.

Visit **att.com/access** for complete information and to apply.

Or call 1-855-220-5211.



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Checklist of Information Needed to Complete Application

Checklist of Information Needed to Complete Application

Participants in the USDA Supplemental Nutrition Assistance Program (SNAP) - or recipients of Supplemental Security Income (SSI) benefits (in California only) - may apply for the Access from AT&T program.

It is important that you fill out the application completely and accurately to help make sure there are no delays in being approved for the program. Please review the instructions on the application carefully.

Require	ed Information:
	Customer Name (the person who will pay the bill)
	Address Where Service Will Be Installed (Street, Apartment or Unit # (if applicable), City, State, ZIP Code)
	Customer Billing Address (if different from the service address)
	Customer E-Mail Address
	Customer Telephone Numbers (home and/or cell phone)
	Customer Social Security Number, Taxpayer ID Number, or Tribal ID Number
	Customer Date of Birth (mm/dd/yyyy)
	Name of the SNAP (or SSI in CA only) Benefit-Qualifying participant living in the household where service will be installed. (Note: This does not have to be the same as the person applying for service.)
	SNAP (or SSI in CA only) Benefit Qualifying participant Social Security Number, Taxpayer ID Number, or Tribal ID Number
	Proof of SNAP (or SSI in CA only) participation (see details below)
Require	ed Documents:
You will r	need to provide one of the following documents:
	A copy of a SNAP card, <i>showing the name of the SNAP participant</i> (Note: if the SNAP card does not have a name on it, you will need to provide a copy of a SNAP participation or benefits letter from the participant's local SNAP office or a copy of the front and back sides of a government ID)
	A copy of a SNAP participation or benefits letter from a local SNAP office, showing the name of the SNAP participant
	In CA only: A copy of an original award letter from the Social Security Administration confirming that you or a resident of your California household has qualified for and will receive SSI benefits
	In CA only: A copy of a current benefits verification letter confirming that a California household resident is receiving SSI benefits
If the SN.	AP participant in your household does not have a SNAP card or benefits letter, please have the participant visit

http://www.fns.usda.gov/snap to find your local SNAP office and obtain one.

If you live in California and the SSI benefits recipient in your household does not have a copy of the original SSI award letter, please have the recipient contact the Social Security Administration Office at 1.800.772.1213 to obtain a copy or visit https://faq.ssa.gov/link/portal/34011/34019/Article/3705/How-can-I-get-a-benefit-verification-letter to obtain a benefit verification letter.





Frequently Asked Questions

program details

What is the Access program from AT&T?

The Access program from AT&T provides a low-cost option for wireline home Internet access to low-income households in the 21 states where we offer wireline home Internet services.

Why should I apply to participate in the Access program from AT&T?

Access to the Internet can change lives. You can use the Internet to apply for jobs online, connect with family and friends, research health information, complete an online education—and much more. Plus, as a participant in the Access program from AT&T, you could save money on your Internet bill! In addition, you won't have to pay for installation or activation—or pay modem or gateway charges.

How long will the Access program from AT&T be available?

This offer will be in effect for four years. It will begin in April 2016 and continue until April 2020. Once you are an Access from AT&T customer, your service will automatically renew each year the program continues. AT&T will notify you, in advance of your annual renewal date, that no action is required as long as you still participate in the Qualifying Program. If you do not participate in the Qualifying Program, contact us to discuss other internet service programs. Participants who qualify for the Access program from AT&T after April 2019 may continue in the program for 12 months from the date of activation. services & pricing

service and pricing

How much does it cost to apply? Is there an application or processing fee for the Access from AT&T Program? AT&T does not charge a fee to apply or process application for this program.

Which Internet speeds are available with the Access program from AT&T?

Five speed tiers are currently available under the program. AT&T will assign you a speed of 10, 5, 3 or 1.5Mbpsor 768Kbps, whichever is the fastest available at your address.

If I participate in the Access program from AT&T, what's my monthly rate?

There are five possible program speed tiers. If you're assigned a speed tier of 10Mbps or 5Mbps, you'll pay only \$10per month. And if your speed is 3Mbps or 1.5Mbps or 768Kbps, you'll pay just \$5 per month. You'll be assigned the highest speed available where you live.

Will my speed tier come with a data allowance?

Service will include a monthly data allowance of either 150GB, 300GB or 600GB data/mo. depending on the type and speed of service you receive. If you exceed your monthly data plan allowance, you will be automatically charged \$10 for each 50GB of data usage in excess of your data plan, even if less than 50 gigabytes is used. For more information, go to www.att.com/internet-usage.

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Exhibit 7

Suppose I'm assigned a speed of 5Mbps. Can I switch to 3Mbps so that my monthly bill is \$5 instead of \$10?

No. This program applies only to the highest of the three program speed tiers available at your address. This speed will be automatically assigned to you by AT&T.

What exactly do you mean by wireline home Internet service?

"Wireline home Internet service" refers to AT&T's wireline Broadband Internet Access Service, which is delivered to a fixed location over a physical wire or cable.

Does this offer apply to wireless (cellular) Internet service?

No. This offer applies only to wireline home Internet service in AT&T's 21-state service area.

The program materials say that an in-home Wi-Fi modem is included at no extra cost. What does that mean? Access from AT&T service includes a Wi-Fi capable modem or gateway which broadcasts a wireless Wi-Fi signal inside your home, allowing you to extend the reach of your wireline Internet service. You can access this wireless Wi- Fi signal on a variety of Wi-Fi compatible devices, including: laptops, tablets, smartphones, and many more.

The program materials say that Access from AT&T service includes access to AT&T's entire national Wi-Fi hotspot network at no extra cost. What does that mean?

You can connect your Wi-Fi enabled devices away from home, at thousands of AT&T Wi-Fi hotspots nationwide. For complete details and to locate AT&T Wi-Fi hotspots, visit **www.attwifi.com**.

signing up for service

How do I know if I'm eligible for the Access program from AT&T?

You are eligible for the Access program if:

- At least one person in your household participates in the Supplemental Nutrition Assistance Program (SNAP);
- You live in one of the 21 states where AT&T provides wireline home Internet service; and
- At least one of the Access from AT&T Internet speed tiers is available at the address where you live.

California residents also are eligible if:

- At least one member of your household receives Supplemental Security Income (SSI) benefits; and
- At least one of the Access from AT&T Internet speed tiers is available at the address where you live.

Other requirements also apply. To know for sure that you can participate in the program, visit **www.att.com/access** to check service availability at your address and submit an application to see whether your household qualifies.

How do I find out if I'm located in AT&T's21-state service area?

The 21-state service area is the broad area (also known as footprint) where AT&T provides wireline services. You can view a map of this service area at www.att.com/local. Actual service availability and speeds may vary by individual address.

What information will I need to provide to participate in the Access program from AT&T?

You can view a list of the required information you'll need to provide *here*.

Can I provide a taxpayer ID instead of a Social Security number?

You may provide either a social security number, a taxpayer ID number, or a tribal ID number.

Can I apply for the Access program from AT&T at a local AT&T store?

No, AT&T retail stores are not able to process Access from AT&T applications or orders. You will be able to access the application at www.att.com/access and submit the form online or via email. You may also print the form and send via fax or mail. If you experience difficulties or otherwise need help with the application, you can contact an AT&T representative by phone at 855.220.5211. (For help in Spanish, call 855.220.5225.)

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Exhibit 7

Do I need to pay a deposit to get service?

No deposit is required to establish Internet service under the Access program from AT&T.

Will AT&T conduct a credit check when I apply for service?

As part of standard AT&T policy, all orders for new service are subject to a credit check, including a bureau credit check. Results of the credit check will not impact your ability to obtain Internet service under the Access program from AT&T.

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Access from AT&T Email Template for General Audience





Affordable Home Internet. Incredible Opportunities.

Dear << Partner>>,

AT&T is offering a digital world full of possibilities. Access from AT&T is making it easier to connect to friends, family and what matters most. We're helping to narrow the divide one household at a time for social, education and recreational interests for families who live in areas where AT&T is available.

Access from AT&T offers home wireline Internet access service at a low, discounted rate to households with at least one resident who participates in the Supplemental Nutrition Assistant Program (SNAP). In California only, Supplemental Security Income (SSI) recipients also may qualify. Access from AT&T takes you online, so you can do homework, search for jobs, pay bills, and a whole lot more! Plus, there's:



No commitment



(V) No deposit



No installation fees



In-home Wi-Fi gateway and access to all AT&T Wi-Fi Hot Spot Network – INCLUDED at no extra cost!

Visit the Access from AT&T page to fill out an application, see if you qualify and find out more!

Please sign into our Partner Portal to browse our promotional and communications materials. If you would like to order free copies of printed materials, please sign into https://attaccess.rrd.com. There's no cost for printing or shipping.

We hope you'll share this program information with your constituents and consider:

- ✓ Including a flyer from our Partner Portal in your communications
- ✓ Adding a link to Access from AT&T (att.com/access) on your website
- ✓ Coordinating events or presentations during meetings
- ✓ Brainstorming other ideas to share the information about Access from AT&T

REDACTED—FOR PUBLIC INSPECTION Exhibit 7 June 2018 AT&T Letter





Helping narrow the digital divide one household at a time.

Dear Superintendent,

Student learning shouldn't end when the bell rings. Learning should be supported everywhere.

The Access from AT&T program helps families narrow the divide by bringing low-cost home internet access to qualifying households.

Access from AT&T offers home wireline Internet access service at a low, discounted rate to households with at least one resident who participates in the Supplemental Nutritional Assistance Program (SNAP). In California only, Supplemental Security Income (SSI) recipients also may qualify.

There is **NO** term commitment, **NO** deposit, **NO** installation fee and **NO** charge for an in-home Wi-Fi [®] capable modem.

You can find more details at att.com/access.

We hope you'll share this program information with students and their families. Please consider:

- Including a flyer from our partner portal (see the attachment) in National School Lunch Program (NSLP) communications
- Adding a link to Access from AT&T (att.com/access) on your school or district website
- Coordinating campus enrollment events or presentations during parent meetings
- Brainstorming other ideas to share the information about Access from AT&T

See the enclosed flyer or go to att.com/access to learn more about Access from AT&T. Please also sign into our partner portal, *accesspartners.att.com*, to browse our promotional and communications materials. If you

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Exhibit 7

would like to order free copies of printed materials sign in to https://attaccess.rrd.com. There's no charge for printing or shipping.



EVERYONEON AT&T is collaborating with **EveryoneOn**, a national non-profit working to narrow the digital divide. Learn more at everyoneon.org.

Please join us for an Access from AT&T webinar, where we'll share resources you can use to get the word out to your students and their families. Three webinars are being held:

- July 10, 2018 at 2:00 p.m. EST
- July 18, 2018 at 2:00 p.m. EST
- July 24, 2018 at 2:00 p.m. EST

Please visit: http://bit.ly/attaccesswebinar to register.

Thanks for choosing us,

AT&T

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Exhibit 7

AT&T Offer Flyer Attached to June 2018 Letter

Affordable Home Internet. Incredible Opportunities.



Internet for just \$10 a month



The digital world is full of possibilities.

AT&T is making it easier to connect to friends, family, and the things that matter most.

If at least one person in your household is a
SNAP* participant, you may qualify for 10Mbps home Internet service at our discounted \$10
rate.** In California only, households receiving
SSI benefits also may qualify.***

Access from AT&T takes you online so you can:

- Do homework
- Search for jobs
- Pay bills
- Find news, information and entertainment

And a whole lot more!

Plus, there's NO commitment, NO deposit and NO installation fee.

Get an in-home Wi-Fi gateway and access to the entire national AT&T Wi-Fi Hot Spot network — INCLUDED at no extra cost.†

Other eligibility requirements apply.

Visit att.com/access for complete information and to apply.

Or call 1-855-220-5211.



*Supplemental Nutrition Assistance Program. **Available only in the AT&T 21-state wireline footprint. Additional eligible speed tiers (SMbps for \$10 a month or 3Mbps/15Mbps/768Kbps for \$5 a month) may be provided depending on availability at your address. Internet speed claims represent maximum network service capability speeds. Actual customer speeds may vary based on factors including site traffic, content provider server capacity, internal network management factors and device capabilities, and are not guaranteed. For more information, go to att.com/speed101. Pricing excludes taxes. Service will include a monthly data allowance of either 150GB or 11B of data/mo. depending on the type and speed of service you receive. If you exceed your monthly data plandowance, you will be automatically charged \$10 for each 50GB of data usage in excess of your data plan, even if less than 50 gigabytes is used. For more information, go to att.com/internet-usage. ***California Supplemental Security income. Wif-Fi enabled device required. Other restrictions apply, \$2010 AT&T Intellectual Property. All rights reserved. AT&T, the AT&T logo, and all other marks contained herein are trademarks of AT&T intellectual Property and/or AT&T affiliated companies.

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Helping narrow the digital divide one household at a time.

Dear <<School Administrator>>,

Student learning shouldn't end when the bell rings. Learning should be supported everywhere.

The <u>Access from AT&T</u> program helps families narrow the divide by bringing low-cost home internet access to qualifying households.

Access from AT&T offers home wireline Internet access service at a low, discounted rate to households with at least one resident who participates in the Supplemental Nutritional Assistance Program (SNAP). In California only, Supplemental Security Income (SSI) recipients also may qualify.

There is **NO** term commitment, **NO** deposit, **NO** installation fee and **NO** charge for an in-home Wi-Fi ® capable modem.

You can find more details at att.com/access.

We hope you'll share this program information with students and their families. Please consider:

- Including a flyer from our <u>partner portal</u> in National School Lunch Program (NSLP) communications
- Adding a link to Access from AT&T (att.com/access) on your school or district website
- Coordinating campus enrollment events or presentations during parent meetings
- Brainstorming other ideas to share the information about <u>Access from AT&T</u>

Please also sign into our <u>partner portal</u> to browse our promotional and communications materials. If you would like to order <u>free copies</u> of printed materials, please sign in to <u>https://attaccess.rrd.com</u>. There's no charge for printing or shipping.

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Exhibit 7

everyoneon AT&T is collaborating with **EveryoneOn**, a national nonprofit dedicated to creating social and economic opportunity by connecting everyone to the internet.

Learn more at everyoneon.org.

AT&T invites you to attend one of three webinars hosted by EveryoneOn to learn more about Access from AT&T.

Low-cost Internet for Students: Access from AT&T

- Jul 10, 2018 2:00 PM EST. Click here to register.
- Jul 18, 2018 2:00 PM EST. Click here to register.
- Jul 24, 2018 2:00 PM EST. Click here to register.

After registering, you will receive a confirmation email containing information about joining the webinar.

Thanks for choosing us,

AT&T



Exhibit 7 Template AT&T DOE Letter

XXX, 2019

XXX XXX Department of Education XXX address

MS/MR. XXX

As you are aware from our previous correspondence, AT&T launched Access from AT&T, a low-cost option for wireline home internet service in April of 2016. As previously discussed, the Access program is available to qualifying households located in the areas where AT&T offers wireline home internet service across 21 states (including XXX state). Qualifying households include households with at least 1 resident who either participates in the U.S. Department of Agriculture Supplemental Nutrition Assistance Program (SNAP) or who is a California resident receiving Supplemental Security Income (SSI) benefits.

The internet has made a dramatic impact on Americans' productivity and quality of life. Whether used to search for a job, stay in touch with friends and family or complete an online education, the internet powers connections that can change people's lives. Despite these benefits, many homes with limited budgets may not have home internet access and could benefit from a more affordable option.

The purpose of this letter is to make sure you are aware this low-cost option continues to be available to eligible households in XXX state. We would appreciate whatever assistance you can provide in making sure those families are informed about and can register for Access from AT&T.

I have enclosed a flyer with the pertinent details for your interest and use, and would be happy to answer any questions you may have about the program, and to work with you to coordinate outreach activities. Full details of the program are available at www.att.com/access.

Sincerely,

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Sample Flyer Attached to AT&T DOE Letter

Brighten your child's future with the Internet.



Internet for just \$10 a month



The digital world is full of possibilities. AT&T is making it easier to connect to friends, family, and the things that matter most. If at least one person in your household is a **SNAP* participant**, you may qualify for 10Mbps home Internet service at our discounted \$10 rate.** In California only, households receiving SSI benefits also may qualify.***

Access from AT&T takes you online so you and your family can:

- Do homework
- Research colleges and scholarships
- Stay up to date with school news and connect with teachers
- · Connect with friends and family around the country and world

And a whole lot more!

Plus, there's NO commitment, NO deposit and NO installation fee.

Get an in-home Wi-Fi Gateway and access to the nationwide AT&T Wi-Fi Hot Spot network -INCLUDED at no extra cost.†

Other eligibility requirements apply.

Visit att.com/access for complete information and to apply. Or call 1-855-220-5211



Connecting More U.S. Residents to the Internet

AT&T Setting Out to Connect More U.S. Residents to the Internet

Entertainment / Dallas, Texas, Apr 22, 2016

Share













"Access from AT&T" is an Affordable Wireline Home Internet Option For Low-Income Households

<u>AT&T</u> is making wireline home Internet service more affordable for low-income households starting today through Access from AT&T, a new program designed to help bridge the digital divide.

Qualifying households will get the fastest of three speed tiers – 10Mbps, 5Mbps or 3Mbps –available at their address. Internet speeds provided at 10Mbps and 5Mbps will cost \$10 a month, and Internet speeds at 3Mbps will cost \$5 a month. We will also waive installation and Internet equipment fees for participating households. Additional taxes and fees may apply.²

Access from AT&T is available to households with at least one resident participating in the U.S. Department of Agriculture Supplemental Nutrition Assistance Program, or SNAP, and located within the 21 states where we offer home Internet service.³

"We're making it easier for more people to connect to friends, family, their communities and the possibilities of the Internet," said Cheryl Choy, vice president wired voice and broadband products, AT&T. "Access from AT&T is an affordable Internet option available to millions of Americans with limited budgets."

"At EveryoneOn, we believe that a home Internet connection is life-changing. From completing homework online to applying for a job to interacting with family and friends, a connection to the digital world is vital for all Americans" said Chike Aguh, chief executive officer of EveryoneOn. "Access from AT&T, and other programs like it, will help more low-income Americans experience the opportunity that the Internet provides."

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Exhibit 7

We're working with school districts and national and community-based organizations to educate eligible households on Access from AT&T. The new, low-cost program will be available through April 2020.⁴ Complete program details are available at att.com/access.

The <u>AT&T Digital You</u> portal has additional resources on the Access from AT&T program as well. The portal has resources and tools for getting online, using technology safely, utilizing online learning sites, job searching and more. Created in collaboration with Common Sense Media, the Digital You portal also provides free training on topics like basic computer skills and ways to maximize online privacy and security.

Potential customers can learn more and see if they qualify by visiting <u>att.com/access</u>, or by calling 1-855-220-5211 for assistance in English or 1-855-220-5225 for assistance in Spanish.

Geographic and service restrictions apply to AT&T Internet services. For more information on AT&T Internet, TV and voice services — or to find out if these services are available in your neighborhood — visit www.att.com/u-verse.⁵

¹AT&T products and services are provided or offered by subsidiaries and affiliates of AT&T Inc. under the AT&T brand and not by AT&T Inc.

²Slower speed tiers (5Mbps for \$10 a month or 3Mbps for \$5 a month) may be provided depending on availability at your address. Internet speed claims represent maximum network service capability speeds. Actual customer speeds may vary based on factors including site traffic, content provider server capacity, internal network management factors and device capabilities, and are not guaranteed. For more information, go to att.com/speed101. Pricing excludes taxes. Visit www.att.com/access for additional details.

³Service availability and speed tiers may vary by individual address. View <u>www.att.com/access</u> for additional details.

4Access from AT&T will be available for all qualifying customers through at least April 2020. Customers who sign up after April 2019 will remain eligible for all program benefits for at least one year after signing up for the program.

⁵From 4/22/16 through 5/22/16, service will include a monthly data allowance of either 150GB data/mo. or 250GB data/mo. depending on the type and speed of service you receive. Beginning 5/23/16 and thereafter, service will include a monthly data allowance of either 150GB, 300GB or 600GB data/mo. depending on the type and speed of service you receive. If you exceed your monthly data plan allowance, you will be automatically charged \$10 for each 50GB of data usage in excess of your data plan, even if less than 50 gigabytes is used. For more information, go to att.com/internet-usage.